

## UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION 9

75 Hawthorne Street San Francisco, CA 94105-3901

#### IN THE MATTER OF:

Casmalia Disposal Site Santa Barbara County, California

Proceeding under Section 122(g) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 as amended, 42 U.S.C. § 9622(g)

**U.S. EPA Docket No. 99-02(h)** 

ADMINISTRATIVE SETTLEMENT AGREEMENT AND ORDER ON CONSENT -DE MINIMIS CONTRIBUTORS

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#### I. JURISDICTION

1. This Administrative Settlement Agreement and Order on Consent ("Settlement Agreement") is issued pursuant to the authority vested in the President of the United States by Section 122(g)(4) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9622(g) (4), to reach settlements in actions under sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607. The authority vested in the President has been delegated to the Administrator of the United States Environmental Protection Agency ("U.S. EPA") by Executive Order 12580, 52 Fed. Reg. 2923 (January 29, 1987), and further delegated to the Regional Administrators of U.S. EPA by Delegation No. 14-14-E (issued May 11, 1994, amended by memorandum May 19, 1995). Within Region IX, this authority has been delegated to the Superfund Branch Chiefs by Regional Order 1290.21-B dated July 27, 2005 ("De Minimis Settlements"). This Settlement Agreement is also entered into pursuant to the authority of the Administrator pursuant to Section 7003 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6973. The Administrator's authority has been delegated to the Regional Administrators of U.S. EPA by Delegation No. 8-22-C dated May 11, 1994. Within Region IX, this authority has been delegated to the Director of the Superfund Division by Regional Order 1280.20 dated April 6, 1998. This Settlement Agreement is also entered into by the United States on behalf of the United States Fish and Wildlife Service ("FWS"), United States Department of Interior ("DOI"); and on behalf of the National Oceanic and Atmospheric Administration ("NOAA"), United States Department of Commerce, each of whom, by Executive Order 12580, as amended by Executive Order 13016, 61 Fed. Reg. 45872 (August 30, 1996), has been delegated with the authority vested in the President as a Federal Trustee for natural resources that may have been, or in the future may be, injured by the release of

hazardous substances at or from the Casmalia Disposal Site, as defined herein.

- 2. This Settlement Agreement is issued to the persons, corporations or other entities identified in Appendix A ("Settling Parties"). Each Settling Party agrees to undertake all actions required by this Settlement Agreement. Each Settling Party further consents to and will not contest the United States' jurisdiction to issue this Settlement Agreement or to implement or enforce its terms.
- 3. The U.S. EPA, Federal Trustees and Settling Parties ("Parties") agree that the actions undertaken by Settling Parties in accordance with this Settlement Agreement do not constitute an admission of any liability by any Settling Party. Settling Parties do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Settlement Agreement, the validity of the Statement of Facts or the Determinations contained in Sections IV (Statement of Facts) and V (Determinations), respectively, of this Settlement Agreement.

#### II. STATEMENT OF PURPOSE

- 4. By entering into this Settlement Agreement, the mutual objectives of the Parties, as more precisely described in the terms of this Settlement Agreement, are:
  - a. to reach a settlement among the Parties with respect to the Casmalia Disposal Site (defined as "Site," below), pursuant to Section 122(g) of CERCLA, 42 U.S.C. § 9622(g), that allows Settling Parties to make a cash payment, including a premium, to resolve their alleged civil liability under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607, and Section 7003 of RCRA, 42 U.S.C. § 6973, for injunctive relief with regard to the Site, and for response costs and, for some parties, Natural Resource Damages, incurred and to be incurred by the U.S. EPA or the Federal Trustees at or in connection with the Site, thereby reducing litigation relating

- b. to prevolte; Settling Parties with two options for resolution of such liability:

  Settlement Option A, for which the Settling Parties pay a greater premium and that affords greater finality (including, for example, a covenant not to sue for Natural Resource Damages and for response costs incurred and to be incurred by the Federal Trustees at or in connection with the Site); and Settlement Option B, for which the Settling Parties pay a lower premium and that contains less finality and greater risks for the Settling Parties. The terms of Options A and B are more fully described within;
- to resolve any alleged claims of the Settling Parties that could have been asserted against the United States with regard to the Site;
- d. to simplify any remaining administrative and judicial enforcement activities concerning the Site by resolving the alleged liability of a substantial number of potentially responsible parties ("PRPs") with respect to the Site;
- e. to obtain settlement with Settling Parties for their fair share of response costs incurred and to be incurred at or in connection with the Site by U.S. EPA Hazardous Substance Superfund and by other persons, not including the State of California, and, with respect to Settling Parties that elect Settlement Option A, response costs incurred by the Federal Trustees; and
- f. to provide for contribution protection for Settling Parties with regard to the Site pursuant to Sections 113(f)(2), and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2), and 9622(g)(5).

#### III. DEFINITIONS

5. Unless otherwise expressly provided in this Settlement Agreement, terms used in this Settlement Agreement, including the attached appendices, that are defined in

CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in the statute or regulations. Whenever the terms listed below are used in this Settlement Agreement, the following definitions shall apply:

"Casmalia Consent Decree" shall mean the consent decree entered by the United States District Court for the Central District of California on June 27, 1997 in United States of America v. ABB Vetco Gray, Inc., et al., Civ No. CV96-6518 KMW(Jgx).

"Casmalia Resources Closure/Post-Closure Trust Fund" shall mean the trust fund established by Casmalia Resources, as grantor, on or about October 24, 1985, to address closure/post-closure requirements established by the State of California, Department of Health Services and applicable to the Casmalia Resources Hazardous Waste Management Facility.

"CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended.

"Commerce" shall mean the United States Department of Commerce and any successor departments, agencies, or instrumentalities of the United States.

"Contaminants List" shall mean those contaminants identified to date at the Site and listed in Appendix C.

"CSC" shall mean the Casmalia Steering Committee.

"Day" shall mean a calendar day. In computing any period of time under this Order, where the last day would fall on a Saturday, Sunday, or a federal holiday, the period shall run until the close of business on the next working day.

"De Minimis Party" shall mean any PRP that the U.S. EPA has determined sent no more than 8.5 million pounds of waste to the Site.

"DOI" shall mean the United States Department of the Interior and any successor departments, agencies, or instrumentalities of the United States.

"Escrow Account" shall mean the escrow account for the Site, which was established pursuant to the Consent Decree entered by the United States District Court for the Central District of California on June 27, 1997, in <u>United States of America v. ABB Vetco Gray Inc. et al.</u>, Civ. No. CV 96-6518-KMW (JGx) "Casmalia Consent Decree"). The Escrow Account holds money collected, <u>inter alia</u>, from this and other settlements and enforcement activities, and which shall be used for response actions at and concerning the Site.

"Escrow Trustee" shall mean the trustee of the Escrow Account.

"Facility" shall mean the former permitted Casmalia Resources Hazardous Waste Management facility, encompassing approximately 252 acres, located approximately ten (10) miles southwest of Santa Maria and one and a half miles north of Casmalia in Santa Barbara County, California, and depicted generally on the map attached as Appendix B.

"Federal Trustees" shall mean the Departments of Interior and Commerce, on behalf of the U.S. Fish and Wildlife Service and the National Oceanic and Atmospheric Administration, respectively.

"Interest" shall mean interest at the current rate specified for interest on investments of the U.S. EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a).

"Natural Resources" shall have the meaning provided in Section 101(16) of CERCLA, 42 U.S.C. § 9601(16).

"Natural Resource Damages" means damages, including costs of damages assessment, recoverable under Section 107 of CERCLA, 42 U.S.C. § 9607, for injury to, destruction of, or loss of any and all Natural Resources at the Site.

"Paragraph" shall mean a portion of this Settlement Agreement, identified by an

Arabic numeral.

"Parties" shall mean the United States, on behalf of the Federal Trustees, the U.S. EPA, and the Settling Parties.

"Person" shall mean an individual, firm, corporation, association, partnership, consortium, joint venture, commercial entity, United States Government, state, municipality, commission, political subdivision of a state, or any interstate body.

"Phase 1 Work" and "Phase 2 Work" shall have the meaning assigned to them in the Casmalia Consent Decree.

"RCRA" shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901 et seq. (also known as the Resource Conservation and Recovery Act).

"Section" shall mean a portion of this Settlement Agreement, identified by a Roman numeral.

"Settlement Agreement" shall mean this Administrative Order on Consent and all appendices attached hereto. In the event of conflict between this Order and any Appendix, this Order shall control.

"Settling Parties" shall mean those entities listed in Appendix A.

"Site" or "Casmalia Disposal Site" shall mean shall mean the Facility, as defined herein, and the areal extent of contamination that is presently located in the vicinity of the Facility, and any related "facility" as defined in CERCLA Section 101(9), 42 U.S.C. § 9601(9), and all suitable areas in very close proximity to the contamination necessary for the implementation of the response action(s), and any areas to which such contamination migrates.

"United States" shall mean the United States of America, including its departments, agencies and instrumentalities.

"U.S. EPA" shall mean the United States Environmental Protection Agency and any

successor departments, agencies or instrumentalities.

"U.S. EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

#### IV. STATEMENT OF FACTS

- Paragraphs 7 through 25 below contain a summary of the Site background as alleged by U.S. EPA that, for purposes of this Settlement Agreement, the Settling Parties neither admit nor deny.
- 7. The Site encompasses (among other areas, as defined above) the former Casmalia Resources Hazardous Waste Management Facility, an inactive commercial hazardous waste treatment, storage, and disposal facility, which accepted large volumes of hazardous substances from 1973 to 1989. Located on a 252-acre parcel in Santa Barbara County, California, the former Casmalia Resources Hazardous Waste Management Facility consists of six landfills, numerous surface impoundments, disposal trenches, injection wells, waste spreading areas and tank treatment systems.
- 8. The location of the Site is near the southern end of the Casmalia Hills in coastal California, approximately ten (10) miles southwest of the town of Santa Maria and one and a half miles north of the town of Casmalia. The Site is situated within the Shuman Canyon drainage sub-basin on a southern facing slope traversed by three small canyons. Casmalia Creek, about 500 feet west, is the surface water body nearest to the abandoned facility. This creek flows to the southwest to join Shuman Creek about one mile southwest of the town of Casmalia. Shuman Creek continues southward and westward, discharging eventually into the Pacific Ocean.
- 9. Hazardous substances within the definition of Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), have been, or are threatening to be, released into the environment at

or from the Site. These hazardous substances include a wide variety of organic and inorganic compounds.

- 10. During the Facility's seventeen (17) years of operation, the owner(s)/operator(s) accepted approximately 5.6 billion pounds of documented liquid and solid wastes from thousands of generators, including numerous large and small private businesses and federal, state, and local governmental entities.
- 11. From 1980 to 1989, the facility had interim status pursuant to RCRA, 42 U.S.C. § 6925(e), by operation of law. Because of continuing deficiencies in operations, no final RCRA permit was granted. The Facility has not been closed adequately in accordance with the requirements of RCRA.
- 12. In late 1989, the owner(s)/operator(s) ceased accepting off-Site waste shipments to the facility and, in the early 1990s, the owner(s)/operator(s) stopped all active efforts to properly close and remediate the facility, asserting that they had insufficient monies to pay for closure or remediation.
- 13. The Casmalia Resources Closure/Postclosure Trust Fund is insufficient to pay for the total estimated costs of closure and post-closure activities at the Site.
- 14. After the facility's owner(s)/operator(s) ceased accepting off-Site waste, the owner(s)/operator(s) curtailed facility maintenance activities, and Site conditions deteriorated and became unstable.
- 15. As a result of the release or threatened release of hazardous substances, U.S. EPA has undertaken response actions at or in connection with the Site under Section 104 of CERCLA, 42 U.S.C. § 9604, and will undertake response actions in the future. In August 1992, U.S. EPA commenced a removal action under CERCLA to implement certain Site stabilization actions, prevent further deterioration of Site conditions, and control the most immediate threats. The Site continues to pose an imminent and substantial

endangerment within the meaning of Section 106 of CERCLA, 42 U.S.C. § 9606, and Section 7003 of RCRA, 42 U.S.C. § 6973.

- 16. In performing these response actions, U.S. EPA has incurred and will continue to incur response costs at or in connection with the Site. As of August 1, 1999, U.S. EPA had incurred at least \$19.19 million in response costs at this Site.
- 17. Because the owner(s)/operator(s) had failed to perform sufficient closure and remediation activities at the Site, in March 1993, U.S. EPA, under CERCLA and RCRA authorities, notified a group of approximately sixty-five (65) waste generators, representing some of the PRPs that arranged for disposal of the largest quantities of hazardous substances at the Site, of their potential liability for Site remediation. Approximately fifty-four (54) of the first sixty-five (65) notified generators formed the CSC. U.S. EPA negotiated with the CSC and other PRPs to secure implementation of response actions at or in connection with the Site.
- 18. On September 17, 1996, the United States filed a complaint against the CSC pursuant to Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607, and Section 7003 of RCRA, 42 U.S.C. § 6973, seeking cleanup of the Site and payment of certain response costs incurred by the U.S. EPA and the United States Department of Justice ("U.S. DOJ") in connection with the Site. On this same date, the United States lodged the Casmalia Consent Decree in the Central District of California, United States District Court, resolving the claims in that complaint. On June 27, 1997, the Court entered the Casmalia Consent Decree.
- 19. The Casmalia Consent Decree establishes a comprehensive framework in which to address: (1) the remediation of the Site to protect public health, welfare and the environment from the release or threatened release of hazardous substances at the Site; and (2) the performance and financing of the response actions to be undertaken at the

Site. The Casmalia Consent Decree contemplates that a significant portion of the work at the Site will be paid for by funds obtained through future enforcement efforts, including, but not limited to, settlements such as this <u>de minimis</u> Settlement Agreement, and various enforcement and settlement efforts directed toward the prior owner(s)/operator(s) of the Site and other PRPs.

- 20. On November 26, 2002, the District Court for the Central District of California entered two Consent Decrees pertaining to the Site: one entered into by Casmalia Resources, Hunter Resources and the estate of Kenneth H. Hunter, Jr. (the "Hunter Parties"), who have paid \$6.957 million and agreed to transfer certain real property to an entity to be identified later by the U.S. EPA, and the other entered into by the State of California, which has paid \$15 million. Neither the Hunter Parties nor the State of California admitted liability and both Consent Decrees provide contribution protection. On June 29, 2006, U.S. EPA entered into an agreement with assorted limited partners of Kenneth H. Hunter, Jr. ("Castagnola Parties"). Under this agreement, the Castagnola Parties have paid U.S. EPA \$400,000. The Castagnola Parties did not admit liability, and the agreement provides contribution protection.
- 21. In October 1998, U.S. EPA began notifying <u>de minimis</u> PRPs of their potential liability in connection with the Site and providing settlement offers to them. An opportunity to settle has been offered to approximately 1,800 PRPs since 1999. U.S. EPA may enter into additional settlements such as this one with other <u>de minimis</u> PRPs in the future with respect to this Site.
- 22. Information currently known to U.S. EPA indicates that each Settling Party arranged for disposal or treatment at the Site, or arranged with a transporter for transport for such disposal or treatment, of hazardous substances owned or possessed by such Settling Party or by any other person or entity, or accepted a hazardous substance for

transport to, and selected, the Site.

- 23. Information currently known to U.S. EPA indicates that each Settling Party contributed less than 8.5 million pounds of materials containing hazardous substances to the Site, and the hazardous substances contributed by each Settling Party to the Site are not significantly more toxic or of significantly greater hazardous effect than other hazardous substances at the Site. For the purposes of this Settlement Agreement, these Settling Parties are de minimis parties. The volume of materials attributed by U.S. EPA to each Settling Party is specified in Appendix A. Appendix C, entitled Contaminants List, provides a list of contaminants identified to date at the Site.
- 24. For purposes of this settlement, U.S. EPA estimates that the total response costs incurred and to be incurred at or in connection with the Site by U.S. EPA and by private PRPs are \$284 million. The payment required to be made by each Settling Party pursuant to this Settlement Agreement is a minor portion of this total amount. The required payment (for Settlement Option A or B) for each Settling Party is specified in Appendix A.
- 25. Information currently known to the United States indicates the presence of one or more Natural Resources at or near the Site that may have been, or which may be, injured by release(s) of hazardous substances or that may have been or which may be injured by response actions. U.S. EPA shall seek to coordinate assessments, investigations and planning with the Federal Trustees pursuant to CERCLA Section 104(b) (2), 42 U.S.C. § 9604(b)(2).

#### V. DETERMINATIONS

- 26. Based upon the Findings of Fact set forth above and on the administrative record for this Site, U.S. EPA and the Federal Trustees, have determined that:
  - a. The Site is a "facility" as that term is defined in Section 101(9) of CERCLA,42 U.S.C. § 9601(9).

- b. Each Settling Party is a "person" as that term is defined in Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).
- c. Each Settling Party is potentially liable pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and is a "potentially responsible party" within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g) (1).
- d. There has been an actual or threatened "release" of a "hazardous substance" at the Site as those terms are defined in Section 101(22) and (14) of CERCLA, 42 U.S.C. § 9601(22) and (14).
- e. The actual or threatened release of a hazardous substance at the Site has caused or may cause the incurrence of response costs and may have injured, or may injure, Natural Resources within the meaning of Section 107(a) of CERCLA, 42 U.S.C. § 9607(a).
- f. Prompt settlement is "practicable" and in the "public interest" within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).
- g. As to each Settling Party, this Settlement Agreement involves only a minor portion of the total response costs at the Site within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).
- h. The amount of material containing hazardous substances and the toxic or other hazardous effects of the hazardous substances contributed to the Site by each Settling Party is minimal in comparison to other hazardous substances at the Site as set forth in the Contaminants List attached as Appendix C, within the meaning of section 122(g)(1)(A) of CERCLA, 42 U.S.C. § 9622(g)(1)(A).

#### VI. SETTLEMENT AGREEMENT AND ORDER

27. Based upon the administrative record for the Site and the Statement of Facts and the Determinations set forth above, and in consideration of the promises and covenants set forth in this Settlement Agreement, the following is hereby AGREED AND ORDERED:

#### VII. SETTLEMENT OPTIONS

28. Settling Parties may choose between Settlement Options A and B as set forth in this Section and in Sections XI (Covenant Not to Sue and Reservation of Rights by U.S. EPA and Federal Trustees), and XII (Covenant by Settling Parties Not to Sue). Except where this Order specifies particular Sections or Paragraphs as pertaining to Option A or B, in which case those provisions apply only to Settling Parties that elect Option A or B, respectively, all other terms of this Order apply equally to all Settling Parties, regardless of which settlement option they choose.

#### 29. General Description of Options

a. As between the two settlement options, Settlement Option A is designed to provide Settling Parties with a higher degree of finality and certainty. Under Settlement Option A, the payment includes a premium of 100%, which covers, among other risks, the risk that total response costs incurred or to be incurred at or in connection with the Site by the U.S. EPA, or by any private party, will exceed the estimated total response costs upon which Settling Parties' payments are based. Pursuant to Section XI (Covenant Not to Sue and Reservation of Rights by U.S. EPA and Federal Trustees), Settling Parties that choose Settlement Option A will receive more protective covenants (including a covenant not to sue for Natural Resource Damages and Federal Trustees' response costs), and these Settlement Option A

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- covenants have more limited reservations.
- b. Under Settlement Option B, which offers less finality than Settlement Option A, the premium is 50%. Pursuant to Section XI (Covenant Not to Sue and Reservation of Rights by U.S. EPA and Federal Trustees), Settling Parties that choose Option B do not receive a covenant not to sue for Natural Resource Damages or Federal Trustees' response costs and risk liability for additional future payments.
- 30. Calculation of Payment

- a. Each Settling Party's payment is based on its share, by weight, of the total waste disposed of at the Site multiplied by the U.S. EPA's estimated total response costs incurred or to be incurred at or in connection with the Site.
  U.S. EPA's total estimate for response costs at the Site is \$284 million.
- b. For Settling Parties that elect Settlement Option A, the settlement payment is based on the estimated \$271,930,000 that have been or will be incurred by U.S. EPA for response actions at the Site, and by the CSC for response actions at the Site as required by the Casmalia Consent Decree, and does not include \$12 million that was, at the time U.S. EPA prepared the 1999 Cost Estimate, in the RCRA Closure and Post-Closure Trust Fund established by the former owner/operator of the Site. In addition to \$271,930,000, the amount of \$193,417 has been added for certain estimated response costs that have been, or will be, incurred by the Federal Trustees at the Site. A portion of the money paid by Settling Parties that elect Settlement Option A will be provided to the Federal Trustees to perform activities that support both the response action and the assessment of potential injuries to natural resources in accordance with CERCLA sections 104(b)(2), 107(f)(1) and 122(j)(2), 42 U.S.C. §§ 9604(b)(2), 9607(f)(1) and 9622(j)(2). The payment amounts for each Settling Party are set forth in Appendix A.
- c. For Settling Parties that elect Settlement Option B, U.S. EPA's cost estimate is the estimated \$271,930,000 that have been or will be incurred by U.S. EPA for response actions at the Site, and by the CSC for response actions at the Site as required by the Casmalia Consent Decree. This amount does not include \$12 million that, at the time U.S. EPA prepared the 1999 Cost Estimate, was in the RCRA Closure and Post-Closure Trust Fund

- established by the former owner/operator of the Site. This figure does not include an estimate for any response costs that will be incurred by the Federal Trustees.
- d. Each payment amount by Settling Parties includes a premium to cover the risks and uncertainties associated with this Settlement Agreement. The premium (100% for Settlement Option A, 50% for Settlement Option B) is applied to each Settling Party's volumetric share of all estimated "non-fixed Site response costs," but is not applied to U.S. EPA's and the CSC's calculation of "fixed Site response costs." Fixed Site response costs include \$16.38 million in Past Response Costs (as defined in the Casmalia Consent Decree) incurred by the United States between March 1, 1992, and July 22, 1997, and response costs of \$2.81 million incurred by the United States between July 23, 1997, and August 1, 1999 (the date U.S. EPA selected as the "cutoff" for the calculation of costs that have already been incurred for purposes of the cost estimate used for this Order and future enforcement efforts). Fixed Site response costs also include response costs of \$13.68 million incurred by the CSC for response actions between April 1993 and August 1998 for Phase 1 Work in accordance with the Casmalia Consent Decree. U.S. EPA's and the CSC's fixed Site response costs together total \$32.86 million. Under Settlement Option A or Settlement Option B, the premium is not assessed against this \$32.86 million. Under Settlement Option A or Settlement Option B, the premium is applied to U.S. EPA's and the CSC's "non-fixed" estimated Site response costs, or estimated response costs incurred and to be incurred at the Site after August 1, 1999. This amount totals \$239.07 million. Under Settlement Option A, the 100% premium is also applied to estimated non-fixed Site response costs of

Settling Party's  Waste Quantity  Total Site  Waste Quantity  5.6 Billion lbs.	X	Non-Fixed Site Response Costs \$239.07 Million	+	Natural Resources Trustees' Costs \$193,417	x	Premium (100%) 2.0	
			+			=	Payment Amount
Settling Party's		Fixed Site					
Waste Quantity		Response					
Total Site		Costs				[No Premium	
Waste Quantity	X	\$32.86				Assessed]	
5.6 Billion lbs.		Million				Assessed]	

\$193,417 incurred or to be incurred by the Federal Trustees, described in subparagraph b, above.

e. The mathematical formula for calculating each Settling Party's payment amount under Option A is as follows:

f. The mathematical formula for calculating each Settling Party's payment amount under Option B is as follows:

Settling Party's  Waste Quantity  Total Site  Waste Quantity  5.6 Billion lbs.	Non-Fixed Site Response Costs \$239.07 Million	X	Premium (50%) 1.5
--	--	---	-------------------------

= Payment Amount

+

g. Each Settling Party's payment amount for Settlement Option A is set forth in Column A opposite that Settling Party's name on Appendix A. Each Settling Party's payment amount for Settlement Option B is set forth in Column B opposite that Settling Party's name on Appendix A.

#### VIII. PAYMENT

#### 31. Signature and Payment by Settling Parties

a. Each Settling Party has submitted to U.S. EPA a fully and properly executed original signature page for this Settlement Agreement, electing either Settlement Option A or Settlement Option B, and paid to the Escrow Account the payment specified for that Settling Party in the appropriate column (i.e., Column A for Option A, Column B for Option B) opposite that Settling Party's name in Appendix A in accordance with the instructions provided in Paragraph 32(a).

#### 32. Payment Provisions

a. <u>Payment by Settling Parties</u>. Each Settling Party made payment in full by one of the following methods:

#### (i) By Cashier's or Certified Check

Cashier's check or certified check, made payable to "MSSB FBO Casmalia Consent Decree" mailed to the following address:

Morgan Stanley Smith Barney Attn: The Fisher McGlothin Group 1111 Northshore Dr. #N-160 Knoxville, TN 37919

Re: Casmalia Custody Account

and including a completed Payment Invoice.

#### (ii) By Wire Transfer

Funds wired to: Citibank, New York

ABA/Locator#: 021000089

FBO: Morgan Stanley Smith Barney LLC

A/C: 40611172 New York, NY 10004

Further Credit to: 940-112590-210

REF: Casmalia Resources Site Custodial Agreement

Payor: the name of the Settling Party exactly as it appears at the top

of the "Consent and Authorization" page.

At the time of payment, each Settling Party should submit a copy of the completed

Payment Invoice to:

Casmalia Case Team
U.S. EPA Region IX
75 Hawthorne Street (SFD-7)
San Francisco, California 94105-3901

- Agreement does not become effective, then U.S. EPA shall direct the Escrow Trustee, within thirty (30) days of receipt of notice of such event from U.S. EPA, to refund the Settling Parties payment(s). Any refunds made under this Paragraph shall include the interest accrued on the payment, if any, minus a pro rata share of the costs of administering the Escrow Account to that date and taxes payable by the Escrow Trustee with respect to payments made by the Settling Parties under this Settlement Agreement.
- 34. <u>Disqualification</u>. If at any time prior to the effective date of this Settlement Agreement, U.S. EPA determines, in its sole and unreviewable discretion, that one or more of the statements of facts made in Paragraph 23 or the determinations made in

Subparagraphs 26(g) or (h) no longer apply(ies) to a Settling Party, such Settling Party shall be disqualified from participation in this settlement, and the Escrow Trustee shall, within thirty (30) days of receipt of written notification by U.S. EPA of such disqualification, refund such Settling Party's payment.

#### IX. FAILURE BY SETTLING PARTIES TO MAKE TIMELY PAYMENTS

#### 35. Interest on Late Payments

Because all Settling Parties electing Settlement Option A have remitted payment in full as required by Paragraph 32 prior to the effective date of this Order, no Interest shall accrue on any such payment.

Settling Parties electing Settlement Option B who fail to pay their share of increased costs as set forth in Paragraph 45 shall pay Interest on the unpaid balance, commencing on the date that payment is due and accruing through the date of the payment.

Interest shall be paid by a separate check in the amount of the Interest owed and shall be sent simultaneously with the payment required in paragraph 45. Payment of Interest shall be made and a copy of the cashier's or certified check shall be sent as provided in paragraph 32(a) (Payment Provisions).

#### 36. Stipulated Penalties and Disqualification

- a. In addition to the Interest required by Paragraph 35, if an Option B Settling Party fails to remit the payment required by Paragraph 45 when due, then that Option B Settling Party shall also pay stipulated penalties to U.S. EPA of \$1,000 per day for each day that the payment is late.
- b. Penalties shall begin to accrue from the day when payment by an Option B Settling Party is due pursuant to Paragraph 45 and shall continue to accrue until all payments required by this Order for that Option B Settling Party

have been paid in full (e.g., when all payments, Interest, and stipulated penalties are paid in full). Penalties shall accrue regardless of whether U.S. EPA or the Escrow Trustee has notified the Option B Settling Party of a violation.

- Interest on penalties shall begin to accrue on the unpaid balance at the end
  of thirty (30) days from the date that payment was due under Paragraph
  45.
- d. Stipulated penalties due to U.S. EPA shall be paid contemporaneously with the payment of the amount required by Paragraph 45 and the Interest thereon required by Paragraph 35. However, stipulated penalties, including any Interest owed on the stipulated penalties pursuant to subparagraph c of this Paragraph, shall be paid by a separate certified or cashier's check made payable to "U.S. EPA Hazardous Substances Superfund," and shall be mailed to:

U.S. EPA - Region IX
Fines and Penalties
Cincinnati Finance Center
P.O. Box 979077
St. Louis, MO 63197-9000

All payments shall indicate that the payment is for stipulated penalties and shall reference the name and address of the Settling Party making payment and U.S. EPA Regional Site Spill ID Number 09-3H.

- e. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Order.
- f. Notwithstanding any other provision of this Section, the United States may, in its sole and unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Settlement Agreement.
- 37. The releases and covenants set forth in Sections XI (Covenant Not to Sue

and Reservation of Rights by U.S. EPA and Federal Trustees), and XII (Covenant by Settling Parties Not to Sue) and the contribution protection set forth in Section XIII (Effect of Settlement/Contribution Protection) are conditional upon compliance with all the terms of this Settlement Agreement, including - for Settling Parties electing Settlement Option B -payment pursuant to Paragraph 45.

- 38. If U.S. EPA or U.S. DOJ brings an action to enforce this Settlement Agreement against Settling Party(ies), such Settling Party(ies) shall reimburse the U.S. EPA and/or U.S. DOJ for all costs of such action, including but not limited to costs of attorney time.
- 39. Payments made under this Section shall be in addition to any other remedies or sanctions available to the United States by virtue of a Settling Party's failure to comply with the requirements of this Settlement Agreement, including, but not limited to, bringing an action against that Settling Party seeking injunctive relief to compel payment and/or seeking civil penalties under Section 122(I) of CERCLA, 42 U.S.C. § 9622(I), for failure to make timely payment.

#### X. CERTIFICATION OF SETTLING PARTY

40. By signing this Settlement Agreement, each Settling Party certifies, individually, that it has no reason to disagree with U.S. EPA's determinations that such Settling Party:

(a) contributed less than 8.5 million pounds of materials containing hazardous substances sent to the Site; and (b) contributed hazardous substances of minimal toxic or other hazardous effects in comparison to other hazardous substances at the Site, as set forth in the Contaminants List attached as Appendix C.

# XI. COVENANT NOT TO SUE AND RESERVATION OF RIGHTS BY U.S. EPA AND FEDERAL TRUSTEES

41. General Reservations. The covenants by the U.S. EPA and the Federal

Trustee set forth in Paragraphs 43 and 44 of this Settlement Agreement do not pertain to any matters other than those expressly specified in Paragraphs 43 and 44. The U.S. EPA and the Federal Trustees reserve, and this Settlement Agreement is without prejudice to, all rights against Settling Parties, with respect to all other matters, including but not limited to:

- a. liability for failure to meet a requirement of this Settlement Agreement:
- b. criminal liability;
- c. liability based on a Settling Party's ownership or operation of the Site, or upon the transportation, treatment, storage or disposal, or the arrangement for the transportation, treatment, storage or disposal, of a hazardous substance or a solid waste at or in connection with the Site, after signature of this Settlement Agreement;
- d. liability arising from the past, present, or future arrangement by a Settling Party, or a subsidiary or affiliated entity of that Settling Party, for disposal or treatment of a hazardous substance, pollutant or contaminant at the Site that is both (1) not from a facility or specific location owned or operated by that Settling Party as specified in Appendix A, and (2) not included in the volume of waste attributed to that Settling Party as set forth in Appendix A; and
- e. with respect to Option B Settling Parties, claims by Federal Trustees for costs associated with response actions or Natural Resource Damages claims at the Site.
- 42. Reservation Concerning De Minimis Status. Notwithstanding any other provision in this Settlement Agreement, the U.S. EPA and the Federal Trustees reserve, and this Settlement Agreement is without prejudice to, the right to institute judicial or administrative proceedings against any individual Settling Party seeking to compel that

Casmalia Disposal Site

Settling Party to perform response actions relating to the Site, and/or to reimburse the U.S. EPA and/or the Federal Trustees, for additional costs of response and/or Natural Resource Damages, if information not currently known to U.S. EPA is discovered that indicates such Settling Party no longer qualifies as a <u>de minimis</u> party at the Site because such Settling Party contributed more than 8.5 million pounds of materials containing hazardous substances to the Site, or contributed hazardous substances the toxic or hazardous effect of which are not minimal in comparison to other hazardous substances at the Site, as set forth in the Contaminants List attached as Appendix C. For purposes of this Section only, the volume of material contributed by a Settling Party shall not include any waste sent by an entity merged into or otherwise acquired by such Settling Party after the effective date of this Settlement Agreement.

43. In consideration of the payments that have been made by Settling Parties that have elected to settle under the provisions of Settlement Option A ("Option A Settling Parties") under the terms of this Settlement Agreement, and except as specifically provided in Paragraphs 41 and 42 of this Settlement Agreement, the U.S. EPA and the Federal Trustees hereby covenant not to sue or to take administrative action against any of the Option A Settling Parties pursuant to sections 106 or 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607, and section 7003 of RCRA, 42 U.S.C. § 6973, relating to the Site, including for recovery of Natural Resource Damages and for response costs incurred or to be incurred by the Federal Trustees. With respect to present and future liability, this covenant shall take effect upon the effective date of this Settlement Agreement as set forth in Section XVIII (Effective Date). With respect to each Option A Settling Party, individually, this covenant is conditioned upon: a) the satisfactory performance by that Option A Settling Party of all its obligations under this Settlement Agreement; and b) the veracity of any information provided to U.S. EPA by that Option A Settling Party relating to Settling Party's involvement with the Site. This covenant extends only to Option A Settling Parties and

does not extend to any other person.

- 44. In consideration of the payments that have been and may be made by Settling Parties that have elected to settle under the provisions of Settlement Option B ("Option B Settling Parties") under the terms of this Settlement Agreement, and except as specifically provided in Paragraphs 41, 42, and 45 of this Settlement Agreement, the U.S. EPA hereby covenants not to sue or to take administrative action against any of the Option B Settling Parties pursuant to sections 106 or 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607, and section 7003 of RCRA, 42 U.S.C. § 6973, relating to the Site. With respect to present and future liability, this covenant shall take effect upon the effective date of this Settlement Agreement as set forth in Section XVIII (Effective Date). With respect to each Option B Settling Party, individually, this covenant is conditioned upon: a) the satisfactory performance by Option B Settling Parties of all its obligations under this Settlement Agreement, including, but not limited to, the obligation to make future payments pursuant to Paragraph 45; and b) the veracity of any information provided to U.S. EPA by that Option B Settling Party relating to that Option B Settling Party's involvement with the Site. This covenant extends only to Option B Settling Parties and does not extend to any other person.
  - 45. Reservation for Increased Costs of Response Actions
  - a. An estimate of the total cost of response actions at the Site has been developed for this and future de minimis settlements, enforcement activities, and other purposes ("1999 Cost Estimate"). The 1999 Cost Estimate (which does not include response costs to be incurred by the Federal Trustees) is \$284 million, which includes \$12 million that was, at the time of the 1999 Cost Estimate, in the RCRA Closure and Post-Closure Trust Fund established by the former owner/operator of the Site.
  - b. Option B Settling Parties shall be liable for, and in its unreviewable discretion

- U.S. EPA may seek to have Option B Settling Parties pay, their volumetric share of any increase in response costs if:
  - (i) after the final Record of Decision ("ROD") for the Site has been issued and prior to certification of completion of the Phase 2 Work, U.S. EPA has revised or approved the revision of, or the Court has approved a revision of, the cost estimate for all response actions taken or to be taken at the Site ("Post-ROD Cost Estimate"); and (ii) the estimated total Site Response Costs have increased from the
  - (iii) based on actual expenditures at the Site and expenditures reasonably anticipated in accordance with the ROD, any other response action decision documents, and the revised cost estimate, U.S. EPA, in its unreviewable discretion, determines that the funds in the Escrow Account that are available for Phase 2 Work pursuant to the Casmalia Consent Decree will not be sufficient to pay for costs associated with performance of the Phase 2 Work or not be sufficient to allow timely continuation of such work.
- c. In addition, Option B Settling Parties shall be liable for, and in its unreviewable discretion U.S. EPA may seek to have Option B Settling Parties pay, their volumetric share of any increase in response costs if:

1999 Cost Estimate of \$284 million; and

- (i) upon certification of completion of Phase 2 Work, U.S. EPA has revised, or approved the revision of, the cost estimate for all response actions taken or to be taken at the Site ("Post-Phase 2 Cost Estimate"); and
- (ii) the Post-Phase 2 Cost Estimate has increased from either the 1999 Cost Estimate or the Post-ROD Cost Estimate, whichever is

greater.

- d. If U.S. EPA determines, in its unreviewable discretion, that it will require payment of amounts derived pursuant to subparagraphs b or c, above, it shall compile an administrative record to support the revised cost estimate. The record shall include, but not be limited to, any Engineering Evaluation/Cost Analysis, Remedial Investigation/Feasibility Study, ROD, or any other response action decision documents, standard cost documentation for response costs incurred by the United States and a summary of response costs incurred by the CSC. The administrative record shall be made available to the public at U.S. EPA Region 9, Superfund Records Center, 95 Hawthorne Street, San Francisco, California 94105-3901.
- e. After compilation of the administrative record, U.S. EPA will send a notice to all Option B Settling Parties, which shall i) include the Post-ROD Cost Estimate or Post-Phase 2 Cost Estimate, as applicable, and a brief summary describing and supporting the cost estimate, ii) state the availability of the administrative record for review, and iii) notify each Settling Party of the amount it will be required to pay (<u>i.e.</u>, its volumetric share of the increased cost).
- f. U.S. EPA shall have three years from the date of certification of completion of the Phase 2 Work to send the notice described in subparagraph e, above, relating to an increase in the Post-ROD Cost Estimate described in subparagraph b, above, or an increase in the Post-Phase 2 Cost Estimate described in subparagraph c, above.
- g. Option B Settling Parties shall have thirty (30) days from the date of the notice described in subparagraph e, above, to submit comments to U.S. EPA concerning the Post-ROD Cost Estimate or the Post-Phase 2 Cost Estimate,

as applicable, and/or the administrative record in support of the cost estimate. Comments shall be submitted to: Casmalia Case Team (SFD-7), 75 Hawthorne Street, San Francisco, California 94105-3901. U.S. EPA shall prepare a response to significant comments, and shall place the comments and its response in the Superfund Records Center at the address listed in subparagraph d, above. U.S. EPA shall send to the Option B Settling Parties a notice containing the response to comments, and any resulting revision to the cost estimate and corresponding adjustment to each Option B Settling Party's required payment amount. If no comments were received, U.S. EPA shall notify the Option B Settling Parties that the prior Post-ROD Cost Estimate or Post-Phase 2 Cost Estimate, as applicable, of which the Option B Settling Parties received notice pursuant to subparagraph e, above, has become final, and shall make a demand for payment to each Option B Settling Party of the amount set forth in such notice.

h. After U.S. EPA has responded to any comments, U.S. EPA's Post-ROD

Cost Estimate or Post-Phase 2 Cost Estimate, as applicable, revised if
necessary pursuant to subparagraph g, above, shall be considered final,
unless within fourteen (14) days of receipt of the response to comments, the
Option B Settling Parties appoint a delegation (consisting of no more than
ten (10) persons) to request a meeting with the U.S. EPA Region 9
Superfund Division Director. The appointed delegation may not raise to the
Division Director any issues that had not previously been raised by the
written comments. (If U.S. EPA received no comments on the initial PostROD or Post-Phase 2 Cost Estimate, there shall be no appeal to the
Division Director.) Further, the Option B Settling Parties shall not challenge
any fixed Site response costs included in the 1999 Cost Estimate, and

- described in Paragraph 30, above.
- i. If no meeting with the Division Director was requested pursuant to subparagraph h, above, U.S. EPA shall notify the Option B Settling Party that the prior Post-ROD or Post-Phase 2 Cost Estimate, revised (if necessary) pursuant to subparagraph g, above, has become final, and shall make a demand to each Option B Settling Party for payment of the amount set forth in the notice sent to each Option B Settling Party pursuant to subparagraph g, above.
- j. If a meeting with the Division Director is held, the Division Director shall review the administrative record supporting the cost estimate (including the comments and responses thereto). The Division Director shall resolve the dispute(s) consistent with the National Oil and Hazardous Substances Pollution Contingency Plan, 40 C.F.R. Part 300 ("NCP") and the terms of this Order and will issue a final written administrative decision. Such decision shall be final and shall not be subject to judicial review. U.S. EPA shall send the Option B Settling Parties the Division Director's written decision, any necessary revision to the Post-ROD or Post-Phase 2 Cost Estimate, as applicable, any corresponding adjustment to each Option B Settling Party's required payment amount, and a demand for payment of such amount.
- k. Option B Settling Parties' Manner of Payment and Failure to Make Timely

  Payment
  - (i) Option B Settling Parties shall make any additional payment(s) within thirty (30) days of receipt of U.S. EPA's demand for such payment under subparagraphs g, i or j, above. Payment, and notice of such payment, shall be made in the manner set forth in Paragraph

32(a).

- (ii) If an Option B Settling Party fails to remit any payment(s) required by subparagraph k(i), above, when due, then that Option B Settling Party shall pay Interest on the unpaid balance in accordance with Paragraph 35. Payment of such Interest shall be made in accordance with Paragraphs 32(a) and 35.
- (iii) In addition to Interest, such Option B Settling Party shall pay stipulated penalties to U.S. EPA of \$1000 per day for each day that the payment is late. Penalties and Interest on such penalties shall accrue and shall be paid as set forth in Paragraph 35.
- (iv) Each Option B Settling Party hereby agrees that the running of the limitations periods in all statutes of limitations applicable to any rights, claims, causes of action, counterclaims, cross claims, and defenses regarding, based upon, or arising out of disposal of hazardous substances at the Site that either U.S. EPA or the CSC could assert against such Option B Settling Party shall be suspended for a period commencing on the Effective Date of this Settlement Agreement and terminating eighteen (18) months after the latest date upon which final payment would be due upon a demand made under subparagraph c, above, or three years after the certification of completion of Phase 2 Work if no demand has been made under subparagraph c, above.
- (v) If U.S. EPA or U.S. DOJ brings an action to enforce this Settlement Agreement against any Option B Settling Party, such Option B Settling Party shall reimburse U.S. EPA and/or U.S. DOJ for all costs of such action, including but not limited to costs of

attorney time.

- (vi) Payments made under this subparagraph shall be in addition to any other remedies or sanctions available to the United States by virtue of Option B Settling Parties' failure to comply with the requirements of this Settlement Agreement.
- I. Duty to Inform U.S. EPA of Changes in Address or Legal Status. Until eighteen (18) months after the latest date upon which final payment would be due upon a demand made under subparagraph c, above, or three years after the certification of completion of Phase 2 Work if no demand has been made under subparagraph c, above, each Option B Settling Party shall notify the Casmalia Case Team of any change in address, ownership, political configuration, or corporate or other legal status. Such notice shall be sent to the Casmalia Case Team address provided in Paragraph 32(a), above.

#### XII. COVENANT BY SETTLING PARTIES NOT TO SUE

- 46. Settling Parties covenant not to sue and agree not to assert any claims or causes of action against the United States or its contractors or employees with respect to the Site or this Settlement Agreement including, but not limited to:
  - a. any direct or indirect claim for reimbursement from U.S. EPA Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;
  - b. any claims arising out of response activities at the Site; and
  - c. any claim pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§9607 and 9613, relating to the Site.
  - d. any claim pursuant to section 7002 of RCRA, 42 U.S.C. §§ 6972, or any other comparable California laws, relating to the Site; and

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- e. any claim asserting a "takings" or similar claim.
- Except as provided in Paragraph 48 and Paragraph 50, these covenants not to sue shall not apply in the event the United States brings a cause of action or issues an order pursuant to any of the reservations set forth in Section XI (Covenant Not to Sue and Reservation of Rights by U.S. EPA and Federal Trustees, other than in Paragraph 41 (a) or (b), but only to the extent that Settling Parties' claims arise from the same response action, response costs, or damages that the United States is seeking pursuant to the applicable reservation.
- 47. Nothing in this Settlement Agreement shall be deemed to constitute preauthorization or approval of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).
- 48. Settling Parties agree not to assert any claims and to waive all claims or causes of action (including but not limited to claims or causes of action under Section 107(a) or 113 of CERCLA) that they may have for all matters relating to the Site against each other or any other person who is a potentially responsible party under CERCLA at the Site. This waiver shall not apply with respect to any defense, claim, or cause of action that a Settling Party may have against any person if such person asserts or has asserted a claim or cause of action relating to the Site against such Settling Party.

#### XIII. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

49. Except as provided in Paragraph 48, nothing in this Settlement Agreement shall be construed to create any rights in, or grant any cause of action to, any person not one of the Parties to this Settlement Agreement. Except as provided in paragraph 48, each of the Parties expressly reserves any and all rights (including, but not limited to, pursuant to Section 113 of CERCLA, 42 U.S.C. § 9613), defenses, claims, demands and causes of action that each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto. Nothing in this

Settlement Agreement diminishes the right of the United States, pursuant to Section 113(f) (2) and (3) of CERCLA, 42 U.S.C. §9613(f)(2)-(3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

- 50. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, Natural Resource Damages, recovery of response costs, or other relief relating to the Site, Settling Parties shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant action; provided, however, that nothing in this Paragraph affects the enforceability of the covenants not to sue set forth in Paragraphs 43 and 44.
- 51. The Parties agree that this Settlement Agreement constitutes an administrative settlement for purposes of §§ 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f) (2) and 9622(g)(5), and that each Settling Party is entitled, as of the Effective Date of this Settlement Agreement, to protection from contribution actions or claims as provided by Sections 113(f)(2), and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2), and 9622(g) (5), or as may be otherwise provided by law, for "matters addressed" in this Settlement Agreement.
  - a. For Option A Settling Parties, the "matters addressed" in this Settlement
    Agreement are all response actions taken by the U.S. EPA and the Federal
    Trustees and by private parties, and all response costs incurred and to be
    incurred by the U.S. EPA and the Federal Trustees and by private parties, at
    or in connection with the Site and Natural Resource Damages at or relating
    to the Site; provided, however, that for Option A Settling Parties, the
    "matters addressed" in this Settlement Agreement do not include those

response costs or response actions as to which the U.S. EPA and/or the Federal Trustees have reserved their rights under this Settlement Agreement (except for claims for failure to comply with this Order), in the event that the U.S. EPA or the Federal Trustees assert rights against Settling Parties coming within the scope of such reservations.

- b. For Option B Settling Parties, the "matters addressed" in this Settlement Agreement are all response actions taken by the U.S. EPA and by private parties, and all response costs incurred and to be incurred by the U.S. EPA and by private parties, at or in connection with the Site; provided, however, that for Option B Settling Parties, the "matters addressed" in this Settlement agreement do not include those response costs or response actions as to which the U.S. EPA and the Federal Trustees have reserved their rights under this Settlement Agreement (except for claims for failure to comply with this Order), in the event that the U.S. EPA or the Federal Trustees assert rights against Settling Parties coming within the scope of such reservations. In addition, for Option B Settling Parties, the "matters addressed" in this Settlement Agreement do not include Natural Resource Damages.
- 52. Each Settling Party shall, with respect to any suit or claim brought by it for matters related to this Settlement Agreement, notify U.S. EPA in writing at the following address no later than sixty (60) days prior to the initiation of such suit or claim:

Chief, Hazardous Waste Branch Office of Regional Counsel U.S. Environmental Protection Agency 75 Hawthorne Street (ORC-3) San Francisco, CA 94105-3901

Each Settling Party shall, with respect to any suit or claim brought against it for matters related to this Settlement Agreement, notify U.S. EPA in writing within 10 days of service

of the complaint or claim upon such Settling Party. In addition, each Settling Party shall notify U.S. EPA within 10 days of service or receipt of any Motion for Summary Judgment and within 10 days of receipt of any order from a court setting a case for trial, for matters related to this Settlement Agreement.

#### XIV. PARTIES BOUND

53. This Settlement Agreement shall apply to and be binding upon U.S. EPA, the Federal Trustees, and upon Settling Parties and their heirs, successors and assigns. Any change in ownership, political configuration, or corporate or other legal status of a Settling Party, including, but not limited to, any transfer of assets or real or personal property, shall in no way alter such Settling Party's responsibilities under this Settlement Agreement. Each signatory to this Settlement Agreement certifies that he or she is authorized to enter into the terms and conditions of this Settlement Agreement and to bind legally the Party represented by him or her.

#### XV. INTEGRATION/APPENDICES

54. This Settlement Agreement and its appendices constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Settlement Agreement. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement terms other than those expressly contained in this Settlement Agreement. The following appendices are attached to and incorporated into this Settlement Agreement:

"Appendix A" is the list of Settling Parties and their waste volumes and settlement payment amounts.

"Appendix B" is a map of the Site.

"Appendix C" is a list of contaminants identified to date at the Site.

#### XVI. PUBLIC COMMENT

55. This Settlement Agreement shall be subject to a public comment period of not

less than thirty (30) days pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i), and Section 7003 of RCRA, 42 U.S.C. § 6973, including, if requested, a public hearing in the affected area, in accordance with Section 7003(d) of RCRA, 42 U.S.C. § 6973(d).

56. In accordance with Section 122(i)(3) of CERCLA, 42 U.S.C. § 9622(i)(3), U.S. EPA or the Federal Trustees may withdraw or modify consent to this Settlement Agreement if comments received disclose facts or considerations that indicate that this Settlement Agreement is inappropriate, improper or inadequate.

#### XVII. ATTORNEY GENERAL APPROVAL

57. The Attorney General or her designee has approved the settlement embodied in this Settlement Agreement in accordance with Section 122(g)(4) of CERCLA, 42 U.S.C. § 9622(g)(4).

#### XVIII. EFFECTIVE DATE

58. The effective date of this Settlement Agreement shall be the date upon which U.S. EPA issues written notice to Settling Parties that public comment period pursuant to Paragraph XVI of this Settlement Agreement has closed and that comments received, if any, do not require modification of or withdrawal from this Settlement Agreement by U.S. EPA or the Federal Trustees.

#### IT IS SO AGREED AND ORDERED:

U.S. Environmental Protection Agency

Ву:

Enrique Manzanilla

Director

Superfund Division EPA Region IX United States, on behalf of the Federal Trustees

Ву:

Ellen M. Mahan
Deputy Section Chief
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice

## Summary of <u>De Minimis</u> Settlement Amounts

		Facility Data					
Settling Party	Name	Address	City	St.	Qty. (lbs.)	Settlement Option A	Settlement Option B
A D S Gold, Inc.							
	ADS Gold	717 S State College Blvd	Fullerton	CA	22,235	\$2,030	
			TOTAL:		22,235	\$2,030	
A J Diani							
	A J Diani	PO Box 636	Santa Maria	CA	15,760	\$1,439	
	A J Diani HJ Diani Const Co Inc	S M Santa Maria CA	Santa Maria	CA	31,420 18,600	\$2,869 \$1,699	
			TOTAL:		65,780	\$6,007	
A&R Brooks & Perkins							=======================================
ACK BIOOKS & I CIKIIIS	A&R Brooks & Perkins	2950 W Lomita Blvd	Torrance	CA	3,858	\$352	
	AAR Brooks & Perkins	2950 W Lomita Blvd	Torrance	CA	39,452	\$3,603	
			TOTAL:		43,310	\$3,955	
Accurate Container Corpor	ration						
•	Accurate Container Corporation	8110 Sorenson Ave	Santa Fe Spring	CA	39,324	\$3,591	
	·		TOTAL:		39,324	\$3,591	
ACDC Electronics (n/k/a E	imarson Floatria Co )					73,33	
ACDC Electionics (II/N/a I	ACDC Electronics	401 Jones Rd	Oceanside	CA	37,008	\$3,380	
	ACDC LIECTIONICS	401 Jones Itu					·
			TOTAL:		37,008	\$3,380	
Ace Clearwater							
	Ace Clearwater	19815 Magellan Dr	Torrance	CA	34,339	\$3,136	
			TOTAL:		34,339	\$3,136	
Action Instruments							
	Action Instruments	8601 Aero Dr	San Diego	CA	8,971	\$819	
	Action Printed Circuits	1480 Simpson Way	Escondido	CA	50,464	\$4,608	
			TOTAL:		59,435	\$5,427	<u> </u>
Active Supply							
	Active Supply	5433 San Fernando Rd	Los Angeles	CA	39,619	\$3,618	
			TOTAL:		39,619	\$3,618	
Addmaster Corporation							
	Addmaster Corporation	416 Junipero Serra Dr	San Gabriel	CA	12,139	\$1,109	
	Addmaster Corporation	320 Clary Ave	San Gabriel	CA	23,692	\$2,164	
			TOTAL:		35,831	\$3,273	
Adler Screw Products, Inc.							
	Adler Screw Products	3047 N California St	Burbank	CA	45,300	\$4,137	
			TOTAL:	_	45,300	\$4,137	<u> </u>
Alpha Centurion, Inc.							
	Alpha Centurion, Inc.	401 E 54th St	Los Angeles	CA	31,320	\$2,860	
			TOTAL:		31,320	\$2,860	
Alpha Therapeutic Corp.							
	Alpha Therapeutic Corp.	5555 Valley Blvd	Los Angeles	CA	44,298	\$4,045	
	L-Therapeutics	5555 Valley Blvd	Los Angeles	CA	827	\$76	
			TOTAL:		45,125	\$4,121	
Alps Electric							
	Alps Electric	7171 Patterson Dr	Garden Grove	CA	22,827	\$2,085	
			TOTAL:		22,827	\$2,085	

### Summary of <u>De Minimis</u> Settlement Amounts

		Facility Data					
Settling Party	Name	Address	City	St.	Qty. (lbs.)	Settlement Option A	Settlement Option B
Al-Sal Oil Inc.							
	Al-Sal Oil Inc.	5121 Sunset # 02	Hollywood	CA	20,292	\$1,853	
	Al-Sal Oil Inc.	575 N Ventura Park Rd	Newbury Park	CA	8,620	\$787	
			TOTAL:		28,912	\$2,640	
Alumin-Art Plating Co							
numin rat rating co	Alumin-Art Plating Co.	803 W State St	Ontario	CA	20.220	¢2.402	
	Alumin-Art Flating Co.	603 W State St		CA	38,238	\$3,492	
			TOTAL:		38,238	\$3,492	
Amada Mfg.							
	Amada Engineering	14646 Northam St	La Mirada	CA	26,112	\$2,385	
	Amada Mfg.	14646 Northam St	La Mirada	CA	763	\$70	
			TOTAL:		26,875	\$2,455	
Amber Chemical							= =====
Amber Chemical		4000 T	5.1.6.11		40.440	<b>0.4.40</b> =	
	Amber Chemical	4330 Turcon Ave	Bakersfield	CA	49,140	\$4,487	
			TOTAL:		49,140	\$4,487	
American Crystal Sugar	Company						
	American Crystal Sugar Co.	Willow Ave	Clarksburg	CA	21,469	\$1,961	
	American Crystal Sugar Co.	P O Box 58	Clarksburg	CA	2,766	\$253	
			TOTAL:		24,235	\$2,214	
. D: E				=			
Apperson Business Form							
	Apperson Business Forms	6855 E Gage Ave	Los Angeles	CA	34,012	\$3,106	
			TOTAL:		34,012	\$3,106	
Arkema Inc., on behalf o	of its predecessor, Pennwalt Coporation as	nd its subsidiary Turco Products, Inc	: <b>.</b>				
	Penwalt Corp.	P O Box 187	Calvert City	KY	434	\$40	
	Penwalt Corp.	1713 S California	Monrovia	CA	15,033	\$1,373	
	Penwalt Corp.	630 N Batavia Ave	Orange	CA	123,913	\$11,316	
	Purex Corporation	24600 S Main St	Carson	CA	2,087,685	\$190,645	
			TOTAL:		2,227,065	\$203,374	
Armo Construction							
	Armo Construction	3424 Motor Ave	Los Angeles	CA	45,700	\$4,173	
			TOTAL:		45,700	\$4,173	
Babbitt Bearing Compan	y Inc.						
	Babbitt Bearing Company Inc.	1170 N 5th St	San Jose	CA	39,354	\$3,594	
			TOTAL:		39,354	\$3,594	
D 7.1				=			= =====
Bacon Industries							
	Bacon Industries	16731 Hale	Irvine	CA	27,675	\$2,527	_
			TOTAL:		27,675	\$2,527	
Bahia Resort Hotel							
	Baha Resort Hotel	488 W Mission Bay Dr	San Diego	CA	21,240	\$1,940	
	Julia 100011 110tol	TOO TT INIUSION DAY DI	Ü				_
			TOTAL:		21,240	\$1,940	
Bardex				-			
Baruex							
Daruex	Bardex	P O Box 1068	Goleta	CA	40,726	\$3,719	
Baluex	Bardex Hydranauatics	P O Box 1068 6338 Lindmar Dr	Goleta	CA	40,726 6,340	\$3,719 \$579	
Baluex			Goleta	CA			

### Summary of <u>De Minimis</u> Settlement Amounts

		Facility Data			ı		
Settling Party	Name	Address	City	St.	Qty. (lbs.)	Settlement Option A	Settlement Option B
Bay Area Rapid Transit Di	strict						
	Bay Area Rapid Transit District	800 Madison St	Oakland	CA	16,162	\$1,476	
	Bay Area Rapid Transit District	500 Industrial Way	West Hayward		17,191	\$1,570	
	Bay Area Rapid Transit District	25 4th St	Oakland	CA	0	\$0	
	Bay Area Rapid Transit District	4575 Pacheco Blvd	Martinez		1,240	\$113	_
			TOTAL:		34,593	\$3,159	
BEI Motion Systems Co							<del></del>
	BEI Motion Systems Co. (IED)	819 Redick Ave	Santa Barbara	CA	4,427	\$404	
	BEI Motion Systems Co. (IED)	2280 Faraday Ave	Carlsbad	CA	3,987	\$364	
	BEI Motion Systems Co. (IED)	7230 Hollister Ave	Goleta	CA	2,080	\$190	
	Duncan Electronics	2865 Fairview Rd	Costa Mesa	CA	25,314	\$2,312	
			TOTAL:		35,808	\$3,270	
Belden Inc.							
	Barcel Wire & Cable	2851 Alton Ave	Irvine	CA	35,704	\$3,260	
			TOTAL:		35,704	\$3,260	
Bell Foundry Company							
, <del></del>	Bell Foundry Company	5310 Southern Ave	South Gate	CA	28,360	\$2,590	
			TOTAL:		28,360	\$2,590	
			TOTAL.	=	20,000	ΨΣ,000	= =====
Betts Spring Company	D. W. Q Q.	2015 0	0 . 5 0 .	•		40.400	
	Betts Spring Company	9315 Santa Fe Springs Rd	Santa Fe Spring	CA	38,300	\$3,498	
			TOTAL:		38,300	\$3,498	
Bewley Allen Cadillac							
	Bewley Allen Cadillac	801 E Main St	Alhambra	CA	21,447	\$1,959	
			TOTAL:		21,447	\$1,959	
Bishops School							
	Bishops School	7607 La Jolla Blvd	La Jolla	CA	46,387	\$4,236	
			TOTAL:		46,387	\$4,236	
Bixby Land Company							
, ,	Bixby Land Company	444 W Ocean Blvd	Long Beach	CA	27,372	\$2,500	
	, , . ,		TOTAL:		27,372	\$2,500	
			TOTAL:		21,312	\$2,500	
Blomberg Window System	S						
	Blomberg Window Systems Blomberg Window Systems	1453 Blair Ave P O Box 22485	Sacramento Sacramento	CA CA	7,818 18,760	\$714 \$1,713	
	biomberg window systems	F O BOX 22400					_
			TOTAL:		26,578	\$2,427	<u> </u>
Blommer Chocolate Compa	any						
	Boldemann Chocolate Company	1515 Pacific St	Union City	CA	49,226	\$4,495	
			TOTAL:		49,226	\$4,495	
Body Glove						<u></u>	<u> </u>
	Body Glove	530 36th St	Hermosa Beach	CA	28,076	\$2,564	
			TOTAL:		28,076	\$2,564	
Boral Roofing LLC. fka Mo	onierLifetile LLC, and Boral Lifetile Cor	rp		_			:
	Life Tile Corp.	3511 N Riverside	Rialto	CA	31,720	\$2,897	
	2p.	22	TOTAL:		31,720	\$2,897	
D 1 0 1 0			IOIAL:	_	31,720	180,24	:
Boyles Snyder Company				_			
	Boyles Snyder Company	6610 Lexington Ave	Los Angeles	CA	29,087	\$2,656	_
			TOTAL:		29,087	\$2,656	

### Summary of <u>De Minimis</u> Settlement Amounts

		Facility Data					
Settling Party	Name	Address	City	St.	Qty. (lbs.)	Settlement Option A	Settlement Option B
Budget Uniform Rental S	upply, Inc.						
	Budget Uniform Rental Supply	1702 W 134th St	Gardena	CA	38,277	\$3,495	_
			TOTAL:		38,277	\$3,495	
Butler Manufacturing Cor	mpany						
	Butler Manufacturing Company	7440 Doe Ave	Visalia	CA	46,078	\$4,208	
			TOTAL:		46,078	\$4,208	_
7 0 H C			101112		10,010	<b>\$ 1,200</b>	
C & H Sugar Company						**	
	California & Hawaii Sugar Co. (C&H Sugar	830 Loring Ave	Crockett	CA	27,946	\$2,552	_
			TOTAL:		27,946	\$2,552	_
Cal Aurum Industries							
	Cal Aurum Industries	14906 Dillow St	Westminster	CA	4,119	\$376	
	Cal Aurum Industries	15632 Container Ln	Huntington Beac	CA	24,656	\$2,252	
			TOTAL:		28,775	\$2,628	
Cal Nev Pipe Line, LLC.							
	CAI Nev	5049 N Swan Ln	Las Vegas	NV	22,080	\$2,016	
			TOTAL:		22,080	\$2,016	
Calder, Inc.				_			
suider, me.	Calder, Inc.	1727 E 42nd St	Los Angeles	CA	33,526	\$3,062	
	Calder, Inc.	1727 E 42110 Ot					_
			TOTAL:		33,526	\$3,062	=
California Box							
	California Box	7240 Crider	Pico Rivera	CA	26,146	\$2,388	
			TOTAL:		26,146	\$2,388	_
California Combining Con	rporation						
	California Combining Corporation	5607 Santa Fe Ave	Los Angeles	CA	29,882	\$2,729	
			TOTAL:		29,882	\$2,729	
California Electro Plating							= ======
Camorina Electro Flatting		OSAO E Dissa Dissa	Les Assets	0.4		Ø5 040	
	California Electro Plating	3510 E Pico Blvd	Los Angeles	CA	63,640	\$5,812	_
			TOTAL:		63,640	\$5,812	
California Fine Wire							
	California Fine Wire	338 S 4th St	Grover City	CA	29,580	\$2,701	_
			TOTAL:		29,580	\$2,701	_
California Hotwood, Inc.							
	California Hot Wood	2467 French Camp Rd	Stockton	CA	23,240	\$2,122	
		·	TOTAL:		23,240	\$2,122	
7 1'C ' N			TOTAL.	_	20,240	ΨΔ, 1ΔΔ	= =====
California Neon Products			_				
	California Neon Products	4530 Mission Gorge PI	San Diego	CA	21,880	\$1,998	
			TOTAL:		21,880	\$1,998	_
Carpinteria County Water	District						
	Carpinteria County Water District	5050 7th St	Carpinteria	CA	25,460	\$2,325	
			TOTAL:		25,460	\$2,325	<u> </u>
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### Summary of <u>De Minimis</u> Settlement Amounts

		Facility Data					
Settling Party	Name	Address	City	St.	Qty. (lbs.)	Settlement Option A	Settlement Option B
Centinela Valley High Sc	hool District						
	City of Lawndale - Hawthorne High School	14901 Inglewood Ave	Lawndale	CA	130	\$12	
	City of Lawndale - Lawndale School Disrict City of Lawndale - Leuzinger High School	14901 Inglewood Ave 14901 Inglewood Ave	Lawndale Lawndale	CA CA	182 27,419	\$17 \$2,504	
	Oity of Lawridate - Leuzinger Flight Gerioof	14301 mglewood Ave					_
			TOTAL:		27,731	\$2,533	= =====================================
Central Concrete Supply	Company Inc.						
	Central Concrete Supply Company Inc.	610 McKendrie St	San Jose	CA	28,420	\$2,595	
			TOTAL:		28,420	\$2,595	
Central Diagnostic Labor	atories						= =====================================
	Central Diagnostic Laboratories	18408 Oxnard St	Tarzana	CA	29,465	\$2,691	
	Central Diagnostic Laboratories	205 W Torrance Blvd	Carson	CA	521	\$48	
			TOTAL:		29,986	\$2,739	
G : D :: G	•						
Ceramic Decorating Com							
	Ceramic Decorating Co.	4651 Sheila St	Los Angeles	CA	28,330	\$2,587	_
			TOTAL:		28,330	\$2,587	_
Certain-Teed Corp.							
	Certain-Teed Corp.	P O Box 706	Riverside	CA	40,366	\$3,686	
			TOTAL:		40,366	\$3,686	
			TOTAL.	_	40,500	<del></del>	
Certified Alloy Products,	LLC						
	Certified Alloy Products	3245 Cherry Ave	S	CA	43,699	\$3,991	
			TOTAL:		43,699	\$3,991	
Charles H Lilly Co							
	Charles H. Lilly Company	7737 NE Killingsworth St	Portland	OR	220,875	\$20,170	
			TOTAL:		220,875	\$20,170	
			TOTAL.		220,070	Ψ20,170	=
Chem Pro Laboratory Inc	:.						
	Chem Pro Laboratory Inc.	941 W 190th St	Gardena	CA	42,727	\$3,902	
			TOTAL:		42,727	\$3,902	
Christopher Chevrolet							
	Christopher Chevrolet	2131 D St	Ontario	CA	23,900	\$2,183	
			TOTAL:		23,900	\$2,183	
			TOTAL.		25,500	Ψ2,103	= =====
Chromal Plating Compan	У						
	Chromal Plating Company	1748 Workman St	Los Angeles	CA	40,574	\$3,705	
			TOTAL:		40,574	\$3,705	
Cirexx Corporation							-
-	Cirexx Corporation	3391 Keller St	Santa Clara	CA	23,400	\$2,137	
							<u> </u>
			TOTAL:		23,400	\$2,137	
City of Alhambra							
	Alhambra Fire Department	1810 W Main	Alhambra	CA	3,230	\$295	
	City of Alhambra City of Alhambra	1115 First St 900 S New Ave	Alhambra Alhambra	CA CA	29,831 10,933	\$2,724 \$998	
	City of Alhambra - Fire Dept.	900 S New Ave	Alhambra	CA	1,924	\$176	
			TOTAL:		45,918	\$4,193	<u> </u>
			101111.		.0,010	<del></del>	: ======

### Summary of <u>De Minimis</u> Settlement Amounts

Settling Party		Facility Data					
Setting Farty	Name	Address	City	St.	Qty. (lbs.)	Settlement Option A	Settlement Option B
City of Beverly Hills							
	City of Beverly Hills	9298 W Third St	Beverly Hills	CA	513	\$47	
	City of Beverly Hills City of Beverly Hills	450 N Crescent Dr Room 103 450 N Crescent Dr	Beverly Hills Beverly Hills	CA CA	10,084 22,362	\$921 \$2,042	
	City of Beverly Hills	445 N Rexford Dr	Beverly Hills	CA	3,260	\$298	
	City of Beverly Hills	336 N Foothill Dr	Beverly Hills	CA	1,231	\$112	
			TOTAL:		37,450	\$3,420	
City of Chula Vista							= =====================================
	City of Chula Vista - Police Dept.	276 Fourth Ave	Chula Vista	CA	92,535	\$8,450	
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		TOTAL:		92,535	\$8,450	
av ca i			TOTAL.	=	02,000	ψ0,100	= =====
City of Covina							
	City of Covina	125 E College	Covina	CA	39,380	\$3,596	_
			TOTAL:		39,380	\$3,596	_
City of El Segundo							
	City of El Segundo	150 Illinois St	El Segundo	CA	8,055	\$736	
	City of El Segundo	350 Main St	El Segundo	CA	22,059	\$2,014	
			TOTAL:		30,114	\$2,750	
City of Fontana							
ony of Formana	City of Fontons	16490 Oranga Way	Fontono	CA	12.042	¢4 400	
	City of Fontana City of Fontana - Police Dept.	16489 Orange Way 17005 Upland Ave	Fontana Fontana	CA	12,942 21,768	\$1,182 \$1,988	
	Fontana City Hall	83?3 Sierra	Fontana	CA	1,009	\$92	
			TOTAL:		35,719	\$3,262	
City of Farmer			101112.			<b>\$6,202</b>	= =====
City of Fremont			_				
	City of Fremont City of Fremont - Fire Department	37350 Sequoia Rd 4200 Mowry Ave	Fremont Fremont	CA CA	1,150 35,186	\$105 \$3,213	
	City of Fremont - Fire Department	4200 Mowry Ave					
			TOTAL:		36,336	\$3,318	
City of Gardena							_
	City of Gardena - Police Dept.	1718 W 162nd St	Gardena	CA	2,006	\$183	
	City of Gardena - Transportation Dept.	15350 S Van Ness Ave	Gardena	CA	37,829	\$3,455	_
			TOTAL:		39,835	\$3,638	
City of Irvine							
•	City of Irvine	15029 Sand Canyon	Irvine	CA	51,127	\$4,669	
	City of Irvine	17200 Jamboree	Irvine	CA	2,449	\$224	
			TOTAL:		53,576	\$4,893	
Cir. OVEL:				=			
City of Milpitas							
	City of Milpitas City of Milpitas - Fire Department	455 E Calaveras Blvd 25 W Curtis Ave	Milpitas Milpitas	CA CA	20,337 1,299	\$1,857 \$119	
	City of ivilipitas - The Department	25 W Guitis Ave		CA			-
			TOTAL:		21,636	\$1,976	<u> </u>
City of Montclair							
	City of Montclair - City Yard	10838 Monte Vista	Montclair	CA	1,604	\$146	
	City of Montclair - Fire Department	8901 Monte Vista	Montclair	CA	306	\$28	
	City of Montclair - Police Dept.	5111 Benito St	Montclair	CA	46,740	\$4,268	_
			TOTAL:		48,650	\$4,442	
City of Montebello							
	City of Montebello	1600 W Beverly Blvd	Montebello	CA	4,926	\$450	
	City of Montebello	311 S Greenwood	Montebello	CA	30,103	\$2,749	
			TOTAL:		35,029	\$3,199	
				_			= ======

### Summary of <u>De Minimis</u> Settlement Amounts

		Facility Data					
Settling Party	Name	Address	City	St.	Qty. (lbs.)	Settlement Option A	Settlement Option B
City of Redding							
, .	City of Bodding Electric	760 Parkview Ave	Rodding	C 4	44.790	¢4.000	
	City of Redding - Electric	700 Parkview Ave	Redding	CA	44,780	\$4,089	
			TOTAL:		44,780	\$4,089	
City of Redlands							
ony of reculation							
	City of Redlands - Police Dept. City of Redlands - Police Dept.	12 Brookside 212 Brookside Ave	Redlands Redlands	CA CA	34 3,760	\$3 \$343	
	City of Redlands - Police Dept.  City of Redlands - Police Dept.	P O Box 1025	Redlands	CA	989	\$90	
	City of Redlands - Redevelopment Dept.	Redlands Plaza 2 Citrus Ave #20	Redlands	CA	671	\$61	
	City of Redlands - Sanitation Dept.	P O Box 280	Redlands	CA	35,512	\$3,243	
			TOTAL:		40,966	\$3,740	
			TOTAL.		40,000	ψο,ι -ιο	=====
City of Redondo Beach							
	City of Redondo Beach - Dept. of Public W	615 Anita St	Redondo Beach	CA	1,812	\$165	
	City of Redondo Beach - Fire Dept.	401 S Broadway	Redondo Beach	CA	8,360	\$763	
	City of Redondo Beach - Public Services	415 Diamond St	Redondo Beach	CA	20,278	\$1,852	
			TOTAL:		30,450	\$2,780	
						====	====
City of Redwood City							
	City of Redwood City - Fire Dept.	50 Franklin St	Redwood City	CA	9,140	\$835	
	City of Redwood City - General Services D	1400 Broadway	Redwood City	CA	32,991	\$3,013	
			TOTAL:		42,131	\$3,848	
						====	====
City of Salinas							
	City of Salinas	200 Lincoln Ave	Monterey	CA	23,060	\$2,106	
	City of Salinas - Public Works	426 Work St	Salinas	CA	12,078	\$1,103	
			TOTAL:		35,138	\$3,209	
							=====
City of San Bernardino							
	City of San Bernardino	299 Blood Bank Rd	San Bernadino	CA	1,260	\$115	
	City of San Bernardino	300 N St	San Bernadino	CA	4,635	\$423	
	City of San Bernardino	300 North D St	San Bernardino	CA	2,758	\$252	
	City of San Bernardino City of San Bernardino - Env. Public Work	250 W Cluster St 825 E 3rd St	San Bernardino San Bernardino	CA CA	5,857 1,667	\$535 \$152	
	City of San Bernardino - Fire Station #10	502 S Arrowhead Ave	San Bernardino	CA	19,760	\$1,804	
	City of San Bernardino - Police Dept.	466 W 4th St	San Bernardino	CA	5,812	\$531	
			TOTAL		44.740	#2.040	·
			TOTAL:		41,749	\$3,812	
City of Scotts Valley							
	City of Scotts Valley	5000 B Granite Creek	Scotts Valley	CA	20,452	\$1,868	
	City of Scotts Valley	370 Kings Village Rd	Scotts Valley	CA	7,691	\$702	
			TOTAL				
			TOTAL:		28,143	\$2,570	
City of South San Francisco	o						
	City of South San Francisco	P O Box 711	So. San Francis	CA	28,940	\$2,643	
							·
			TOTAL:		28,940	\$2,643	
City of Union City							-
	City of Union City	34009 Alvarado Niles Rd	Union City	CA	20.725	¢1 004	
	City of Union City  City of Union City - Fire Dept.	43009 Alvarado Niles Rd	Union City Union City	CA CA	20,735 526	\$1,894 \$48	
	. ,,						· -
			TOTAL:		21,261	\$1,942	<u> </u>
City of Westminister							
	City of Wastminister	8200 Wastminister Blod	Mostminiota -	C^	2 770	<b>¢</b> 0.50	
	City of Westminister City of Westminster - Fire Dept.	8200 Westminister Blvd 7351 Westminster Blvd	Westminister Westminster	CA CA	2,770 17,830	\$253 \$1,628	
	Sity of Production - File Dept.	. 33 I Troduminotel Divu	. 7 000111113161	- JA			
			TOTAL:	_	20,600	\$1,881	

### Summary of <u>De Minimis</u> Settlement Amounts

		Facility Data					
Settling Party	Name	Address	City	St.	Qty. (lbs.)	Settlement Option A	Settlement Option B
City of Whittier							
	City of Whittier City of Whittier	13230 E Penn St 12016 Hadley St	Whittier Whittier	CA CA	16,224 20,163	\$1,482 \$1,841	\$1,134 \$1,409
	City of Whittier - Police Dept.	7315 S Dainter Ave	Whittier	CA	646	\$59	\$1,409 \$45
			TOTAL:	-	37,033	\$3,382	\$2,588
Claremont College							
	Claremont College	301 E 1st St	Claremont	CA	21,864	\$1,997	
			TOTAL:		21,864	\$1,997	
Cleveland Wrecking Comp	anv			=			
<i>3</i> • • •	Cleveland Wrecking Co	2833 Leonis Blvd	Vernon	CA	23,385	\$2,135	
	v		TOTAL:		23,385	\$2,135	
Cloverleaf Group, Inc.							<u> </u>
Cloverical Group, Inc.	Cloverleaf Group, Inc.	1019 W Manchester	Inglewood	CA	33,900	\$3,096	
	Cloverleaf Group, Inc.	1801 Century Park #1000	Los Angeles	CA	1,958	\$179	
			TOTAL:		35,858	\$3,275	
COEN Inc							
	Coen Company	1510 Rollins Rd	Burlingame	CA	34,540	\$3,154	
			TOTAL:		34,540	\$3,154	
Connector Plating Corp.							
	Connector Plating Corp.	327 W 132nd St	Los Angeles	CA	28,640	\$2,615	
			TOTAL:		28,640	\$2,615	
Continental Forge							<u> </u>
	Continental Forge	512 E Carlin	Compton	CA	41,090	\$3,752	
			TOTAL:		41,090	\$3,752	
Continental Maritime							
	Continental Maritime	Pier 50-54 China Basin	San Fransisco	CA	13,940	\$1,273	
	Continental Maritime	1645 Tidelands	National City	CA	7,570	\$691	
	Continental Maritime	1995 Bay Front St	San Diego	CA	8,325	\$760	
			TOTAL:	_	29,835	\$2,724	
Continuous Curve Contact							
	Continuous Curve Contact Lenses Inc.	8006 Engineer Rd	San Diego	CA	31,380	\$2,866	<u> </u>
			TOTAL:		31,380	\$2,866	
Control Components							
	Control Components Control Components	22591 Avenida Empresa 2567 SE Main St	Santa Margarita Irvine	CA CA	10,301 16,011	\$941 \$1,462	
	·		TOTAL:		26,312	\$2,403	
Coordinated Equipment				=			<u> </u>
	Coordinated Equipment	1707 E Anaheim St	Wilmington	CA	33,380	\$3,048	
	1.1		TOTAL:		33,380	\$3,048	
Cordova Truck Dismantlers	S		,	=	,		
Cordova Track Dismanticis	Cordova Truck Dismantlers	4075 Happy Ln	Sacramento	CA	25,362	\$2,316	
		· · · · · · · · · · · · · · · · · · ·	TOTAL:		25,362	\$2,316	
			IOIAL.		20,302	ΨΕ, Ο Ι Ο	

### Summary of <u>De Minimis</u> Settlement Amounts

		Facility Data					
Settling Party	Name	Address	City	St.	Qty. (lbs.)	Settlement Option A	Settlement Option B
						_	
Core Laboratories LP							
	Core Laboratories	516 E 18th St	Bakersfield	CA	1,980	\$181	
	Core Laboratories	401 Canal Ave	Willmington	CA	328	\$30	
	Core Laboratories	3430 Unicorn Rd	Bakersfield	CA	3,000	\$274	
	Core Laboratories	3130 Skyway Dr Ste 308	Santa Maria	CA	2,980	\$272	
	Core Laboratories	1250 E Pacifico Ave	Anaheim	CA	21,664	\$1,978	
	E.W. Saybolt & Co, Inc	P O Box 1146	Wilmington	CA	47,080	\$4,299	
			TOTAL:		77,032	\$7,034	
Corona Clipper							
	Corona Clipper	14200 E 6th St	Corona	CA	34,940	\$3,191	
			TOTAL:		34,940	\$3,191 	
County of Monterey							
	County of Monterey	1270 Natiridap Rd	Sallnas	CA	1,480	\$135	
	County of Monterey - Public Works	855 E Laurel Dr	Salinas	CA	29,627	\$2,706	
			TOTAL:		31,107	\$2,841	
0							
County of Santa Cruz							
	County of Santa Cruz - Agriculture	1430 Freedom Way	Watsonville	CA	721	\$66	
	County of Santa Cruz - Environmental Hea		Santa Cruz	CA	16,097	\$1,470	
	County of Santa Cruz - Health Services Ag		Santa Cruz Santa Cruz	CA CA	1,607	\$147 \$973	
	County of Santa Cruz - Health Services Ag County of Santa Cruz - Narcotics Team	P O Box 1880	Santa Cruz	CA	10,658 4,466	\$973 \$408	
	County of Santa Cruz - Public Works	2790 Brommer St	Santa Cruz	CA	13,100	\$1,196	
	•		TOTAL.		40.040	<b>#</b> 4.000	· -
			TOTAL:		46,649	\$4,260	
CR&R Inc.							
	CR&R Inc.	P O Box 125	Stanton	CA	28,353	\$2,589	
			TOTAL:		28,353	\$2,589	
			101112.		20,000	<b>\$2,000</b>	
Crestline-Lake Arrowhead	Water District						
	City of Crestline - Crestline/Lake Arrowhea	24116 Crest Forest Dr	Crestline	CA	42,760	\$3,905	
			TOTAL:		42,760	\$3,905	
	~					, . ,	
Crown Central Petroleum C	Corp						
	Crown Central Petroleum Corp.	PO Box 840	Newhall	CA	40,960	\$3,740	
			TOTAL:		40,960	\$3,740	
Cushman Wakefield							
Cusillian wakeneid							
	Cushman Wakefield	700 S Flower St	Los Angeles	CA	7,005	\$640	
	Cushman Wakefield Cushman Wakefield	555 California St 1150 S Olive St	San Francisco Los Angeles	CA CA	977 15,373	\$89 \$1,404	
	Cushman Wakefield Investments	444 W Ocean Blvd	Long Beach	CA	2,993	\$273	
			TOTAL:		20.240		
			TOTAL:		26,348	\$2,406	
D A Stuart Oil Co of Amer	ica						
	D.A. Stuart Oil Co. of America	2313 Yates Ave	Los Angeles	CA	85,440	\$7,802	
			TOTAL:		85,440	\$7,802	· -
						<b>V</b> 1,1-1-	
Daniels Engraving Co., Inc							
	Daniels Engraving Co., Inc.	9391 Remick Ave	Arleta	CA	34,990	\$3,195	
			TOTAL:		34,990	\$3,195	
Daughters of Charity Healt	h System						======
Dauginois of Charity Healt							
	City of Los Angeles - St. Vincent Medical	2131 W Third	Los Angeles	CA	589	\$54	
	City of Lynwood - St. Francis Medical Cent		Lynwood	CA	20,205	\$1,845	
	Seton Medical Center	1900 Sullivan Ave	Daly City	CA	846	\$77	
			TOTAL:		21,640	\$1,976	
							=======================================

## Summary of <u>De Minimis</u> Settlement Amounts

Г		Facility Data					
Settling Party	Name	Address	City	St.	Qty. (lbs.)	Settlement Option A	Settlement Option B
Del Mar Fairgrounds							
С	ity of Del Mar - Del Mar Fairgrounds	Jimmy Durante Blvd	Del Mar	CA	22,977	\$2,098	
			TOTAL:		22,977	\$2,098	
Delano Growers Grape Product	s						
	elano Growers Grape Products	Rt I Box 283	Delano	CA	37,620	\$3,435	
			TOTAL:		37,620	\$3,435	
			TOTAL.		37,020	<del></del>	: =====
Delta Tech Service, Inc.							
D	elta Tech Service	950 Howe Rd	Martinez	CA	35,888		\$2,509
			TOTAL:		35,888		\$2,509
Deseret Industries							
D	eseret Industries	1773 Broadway	Chula Vista	CA	24,249	\$2,214	
D	eseret Industries	37541 Blacow Rd	Fremont	CA	261	\$24	
			TOTAL:		24,510	\$2,238	
Developmental Sciences							
В	ianchi International/Bianchi Leather	100 Calle Cortez	Temecula	CA	27,651	\$2,525	
	ondor Pacific Industries	8053 Deering	Canoga Park	CA	1,654	\$151	
D	evelopmental Sciences	1930 S Vineyard Ave	Ontario	CA	65,546	\$5,986	
			TOTAL:		94,851	\$8,662	• · · · · · · · · · · · · · · · · · · ·
Dickies Standard Industrial Tow	vel & Uniform Supply						
S	tandard Industrial Towel	17711 Crabb Ln	Huntington Beac	CA	76,500	\$6,986	
			TOTAL:		76,500	\$6,986	
Dip Braze Inc.							: =====
_	in Drawa Inc	0424 De Corme Ave	Cup Valley	C 4	26.094	<b>¢</b> 2.202	
U	ip Braze Inc.	9131 De Garmo Ave	Sun Valley	CA	26,084	\$2,382	
			TOTAL:		26,084	\$2,382	
E L Yeager Contruction Co Inc.							
E	.L. Yeager Contruction Co. Inc.	1995 Agua Mansa	Riverside	CA	25,160	\$2,298	
			TOTAL:		25,160	\$2,298	
East Bay Municipal Utility Distr	rict (EBMUD)						
	ast Bay Municipal Utility District (EBMUD	500 San Pahlo Dam Rd	Orinda	CA	26,320	\$2,404	
	ast Bay Municipal Utility District (EBMUD		Oakland	CA	2,333	\$213	
S	team on Wheels/EBMUD Site	3100 Del Oceano Dr	Lafayette	CA	1,047	\$96	<b>-</b>
			TOTAL:		29,700	\$2,713	
East Bay Regional Park District							<u> </u>
E	ast Bay Regional Park District	11500 Skyline Blvd	Oakland	CA	13,202	\$1,206	
E	ast Bay Regional Park District - Corporat	2501 Grizzly Park Blvd	Berkeley	CA	29,882	\$2,729	
			TOTAL:		43,084	\$3,935	
Eaton Corp.				_			: ======
-	eroquip Corporation	300 S East Ave	Jackson	MI	23,784	\$2,172	
A	eroquip Corporation	11214 Exposition Blvd	Los Angeles	CA	9,499	\$867	
	ickers Inc.	445 Maple Ave	Torrance	CA	3,533	\$323	
V	ickers Inc.	16301 Raymer St	Van Nuys	CA	1,429	\$130	
			TOTAL:		38,245	\$3,492 	= <u></u>
El Chorlito Mexican Restaurant							
E	l Chorlito Mexican Restaurant	P O Box 1715	Cambria	CA	21,760	\$1,987	
			TOTAL:		21,760	\$1,987	-

### Summary of <u>De Minimis</u> Settlement Amounts

Settleme Party   Name			Facility Data					
Floor Test Inc.   P.O. Brut. 150   Sist Research   CA   27-78   548-75   54-456	Settling Party	Name		City	St.	Qty. (lbs.)	Settlement Option A	Settlement Option B
Floor Test Inc.   P.O. Brut. 150   Sist Research   CA   27-78   548-75   54-456	T1 - T - X - ( 1 / T)							
Electro Toes Inc.   \$47.0 Featonia Way   \$8.0 Reamon   \$CA   \$3.537   \$9.2409   \$1.600   \$1.000   \$1	Electro Test Inc. (n/k/a Elec	etrical Reliability Service, Inc.)						
ElectroLarge   Sear Farmer								
Sector(assisted Corporation   Los Concentration   Dr   Menis Park   CA   15.535   54.406			3470 Fostoria Way					
Electrofusion Corporation   125 Constitution Dr   Month Park   CA   15.915   51.465   52.669		Electro rest mo.						
Electrotasion Corporation   125 Constitution Dr   Merito Park   CA   13-05   \$1,655   \$2,659   \$2,65				TOTAL:	_	48,581	\$4,436	= ======
Becisphasion Corporation   34365 Andamood Bird   Fremont   CA   28,794   32,829	Electrofusion Corporation							
TOTAL: 44,729 51,084    City of Elk Grove - Elk Grove Unified School District   City of Elk Grove - Elk Grove Unified School District   City of Elk Grove - Elk Grove Unified School District   City of Elk Grove - Elk Grove Unified School District   Emerald Packaging Inc.								
Clay of Elk Grove Unified School District		Electrofusion Corporation	34325 Ardenwood Bivd	Fremont	CA	28,794	\$2,629	
City of Elk Grove - Elk Grove United Scholar   P494 Elk Grove-Florin Rd   Elk Grove   CA   21,440   51,056				TOTAL:		44,729	\$4,084	
TOTAL:   21,440   \$1,968	Elk Grove Unified School D	District						
Emerald Packaging Inc.   Emerald Packaging Inc.   2821 10th St		City of Elk Grove - Elk Grove Unified Scho	9494 Elk Grove-Florin Rd	Elk Grove	CA	21,440	\$1,958	
Enternation Packaging Inc. 2821 100 St. Befineley CA 34,840 \$3,182				TOTAL:		21,440	\$1,958	
TOTAL   34,840   \$3,162	Emerald Packaging Inc.							
Entenmann-Rovin Company   4747 Citrus Dr		Emerald Packaging Inc.	2821 10th St	Berkeley	CA	34,840	\$3,182	
Entermann-Rovin Company 474 7 Citrus Dr Pico Rivers CA 53,132 \$4,852  Enthone, Inc. on behalf of itself and Polycald laminates, Inc.  Enthone (nc. 2751 El Presidio St Long Beach CA 7,362 \$872 Enthone (ncorporated 2751 El Presidio St Long Beach CA 4,879 \$446 Polyclad Laminates, Inc.  Enthone (ncorporated 2751 El Presidio St Long Beach CA 4,879 \$446 Polyclad Laminates, Inc. 2720 S Main St Santa Ana CA 2,85,14 \$2,604 Polyclad Laminates, Inc.  Emist Benary of America, Inc.  Bodger Seed Company 1851 West Olive Lompoc CA 43,550 \$3,977 Polyclad Circuits Inc.  Etched Circuits Inc.  Etched Circuits Inc. 604 Mt View Ave Belmont CA 20,270 \$1,851 Polyclad Circuits Inc.  Etched Circuits Inc.  Etched Circuits Inc.  Facil Inc.  Security Park DI Merrimack NH 199,986 \$18,263 Polyclad Circuits District  City of Fallbrook - Fallbrook Sanitary Distri 431 S Main St Fall Brook CA 31,525 \$2,879 Polyclad Circuits Inc. Sanitary Distri String Freight Systems 1378 N Miller St Analeim CA 2,9,990 \$330 Polyclad Circuits Carden Carden CA 2,9,990 \$350 Polyclad Circuits Carden CA 2				TOTAL:		34,840	\$3,182	
Enthone, Inc. on behalf of isself and Polycald laminates, Inc.  Enthone Inc. Enthone Inc. Enthone Inc. Enthone Inc. Enthone Inc. Enthone Inc. Enthone Inc. Enthone Inc. Enthone Inc. Enthone Inc. Enthone Inc. Enthone Inc. Enthone Inc. Enthone Inc. Enthone Inc. Inc. Inc. Inc.  Bodger Seed Company Inc. Inc.  Bodger Seed Company Inc. Inc. Inc. Inc. Inc. Inc. Inc. Inc.	Entenmann-Rovin Company	1						
Enthone, Inc. on behalf of itself and Polycald Iaminates, Inc.    Enthone Inc.   2751 El Presidio St   Long Beach   CA   7,362   \$672   \$446   \$479   \$446   \$460   \$440   \$479   \$446   \$460   \$440   \$470   \$446   \$460   \$4870   \$446   \$4870   \$446   \$4870   \$446   \$4870   \$446   \$4870   \$446   \$4870   \$446   \$4870   \$446   \$4870   \$446   \$4870   \$446   \$4870   \$446   \$4870   \$446   \$4870   \$446   \$4870   \$446   \$4870   \$446   \$4870   \$446   \$4870   \$446   \$4870   \$446   \$4870   \$446   \$4870   \$446   \$		Entenmann-Rovin Company	4747 Citrus Dr	Pico Rivera	CA	53,132	\$4,852	
Enthone, Inc. on behalf of itself and Polycald Iaminates, Inc.    Enthone Inc.   2751 El Presidio St   Long Beach   CA   7,362   \$672   \$446   \$479   \$446   \$460   \$440   \$479   \$446   \$460   \$440   \$470   \$446   \$460   \$4870   \$446   \$4870   \$446   \$4870   \$446   \$4870   \$446   \$4870   \$446   \$4870   \$446   \$4870   \$446   \$4870   \$446   \$4870   \$446   \$4870   \$446   \$4870   \$446   \$4870   \$446   \$4870   \$446   \$4870   \$446   \$4870   \$446   \$4870   \$446   \$4870   \$446   \$4870   \$446   \$4870   \$446   \$				TOTAL:	-	53.132	\$4.852	
Enthone Inc. 2751 El Presidio St Long Beach CA 7,362 \$672   Enthone Incorporated 2751 El Presidio St Long Beach CA 4,879 \$446   2720 S Main St Santa Ana CA 2,8514 \$2,604   707AL: 40,755 \$3,722    Emst Benary of America, Inc.    Bodger Seed Company 1851 West Olive Lompoc CA 43,550 \$3,977    TOTAL: 43,550 \$3,977    TOTAL: 43,550 \$3,977    Siched Circuits Inc.    Etched Circuits Inc.   Etch	Enthone Inc. on hehelf of it	solf and Dalvoold laminates. Inc					<del></del>	= ====
Enthone Incorporated Polyclad Laminates, Inc. 2720 S Main St Santa Ana CA 2,851 4 \$2,604    **TOTAL:** 40,755 \$3,722    **TOTAL:** 43,550 \$3,977    **TOTAL:** 42,650 \$3,977    **TOTAL:** 28,050 \$3,971    **TOTAL:** 28,050 \$3,971    **TOTAL:** 199,986 \$18,263    **TOTAL:** 31,525 \$2,879    **TOTAL:** 3	Enthone, Inc. on behalf of it	•						
Polyclad Laminates, Inc. 2720 S Main St Santa Ana CA 28.514 \$2,604    TOTAL: 40,765 \$33,722				-				
Ernst Benary of America, Inc.    Bodger Seed Company   1851 West Olive   Lompoc   CA   43,550   \$3,977				-				
Einst Benary of America, Inc.    Bodger Seed Company		.,			_			
Bodger Seed Company   1851 West Olive   Lompoc   CA   43.550   \$3.977	Email Danier of America In			101112		10,7.00	40,1.22	= ====
Eiched Circuits Inc.    Etched Circuits Inc.   604 Mt View Ave   Belmont   CA   20,270   \$1,851     Etched Circuits Inc.   1602 Tacoma Wy   Redwood City   CA   7,780   \$710     TOTAL:   28,050   \$2,561     TOTAL:   28,050   \$2,561     TOTAL:   199,986   \$18,263     TOTAL:   199,	Ernst Benary of America, in							
Etched Circuits Inc.  Etched Circuits Inc. Etched Circuits Inc. Etched Circuits Inc. Etched Circuits Inc. Etched Circuits Inc. Etched Circuits Inc.  Etche		Bodger Seed Company	1851 West Olive		CA			
Etched Circuits Inc. Etched Circuits Inc. Etched Circuits Inc.  Et				TOTAL:		43,550	\$3,977	<u> </u>
Etched Circuits Inc.   1602 Tacoma Wy   Redwood City   CA   7,780   \$710	Etched Circuits Inc.							_
Facit Inc.  Facit Inc.  Pacit								
Facit Inc.  Facit Inc.  9 Executive Park Dr  Merrimack  TOTAL:  199,986 \$18,263  TOTAL:  199,986 \$18,263  Fallbrook Public Utility District  City of Fallbrook - Fallbrook Sanitary Distri  City of Fallbrook - Fallbrook Sanitary Distri  431 S Main St  Fall Brook  CA  31,525 \$2,879  TOTAL:  31,525 \$2,879  FedEx Freight Corporation  Viking Freight Systems  Viking Freight Systems  1379 N Miller St  Anaheim  CA  9,090 \$830 Viking Freight Systems  14714 San Pedro Ave  FedEx Office and Print Services, Inc.  Kinko's Copies  2218 Bellflower Blvd Kinko's Copies  502 Soquel  Santa Cruz  CA  321 \$29		Etched Circuits Inc.	1602 Tacoma Wy	Redwood City	CA	7,780	\$710 	
Facit Inc. 9 Executive Park Dr Merrimack NH 199,986 \$18,263  ### TOTAL: 31,525 \$2,879  ### TOTAL: 40,026 \$185  ### Viking Freight Systems 1379 N Miller St Anaheim CA 9,090 \$830  ### Viking Freight Systems 14714 San Pedro Ave Gardena CA 29,300 \$2,676  ### TOTAL: 40,416 \$3,691  ### FedEx Office and Print Services, Inc.  ### Kinko's Copies 2218 Bellflower Blvd Long Beach CA 486 \$44  ### Kinko's Copies 502 Soquel Santa Cruz CA 321 \$29				TOTAL:		28,050	\$2,561	<u> </u>
Fallbrook Public Utility District  City of Fallbrook - Fallbrook Sanitary Distri	Facit Inc.							
Fallbrook Public Utility District  City of Fallbrook - Fallbrook Sanitary Distri 431 S Main St  Fall Brook CA 31,525 \$2,879  TOTAL: 31,525 \$2,879  Viking Freight Systems 3200 Workman Mill Rd Viking Freight Systems 1379 N Miller St Anaheim CA 9,090 \$830 Viking Freight Systems 14714 San Pedro Ave Gardena CA 29,300 \$2,676  TOTAL: 40,416 \$3,691  FedEx Office and Print Services, Inc.  Kinko's Copies 2218 Bellflower Blvd Long Beach CA 486 \$44 Kinko's Copies 502 Soquel Santa Cruz CA 321 \$29		Facit Inc.	9 Executive Park Dr	Merrimack	NH	199,986	\$18,263	_
City of Fallbrook - Fallbrook Sanitary Distri				TOTAL:		199,986	\$18,263	
FedEx Freight Corporation  Viking Freight Systems 1379 N Miller St Anaheim CA 9,090 \$830 CA 29,300 \$2,676  TOTAL: 40,416 \$3,691  FedEx Office and Print Services, Inc.  Kinko's Copies Kinko's Copies 502 Soquel Santa Cruz CA 321 \$29	Fallbrook Public Utility Dis	trict						
Viking Freight Systems   3200 Workman Mill Rd   City of Industry   CA   2,026   \$185		City of Fallbrook - Fallbrook Sanitary Distri	431 S Main St	Fall Brook	CA	31,525	\$2,879	
Viking Freight Systems   3200 Workman Mill Rd   City of Industry   CA   2,026   \$185				TOTAL:	-	31.525	\$2.879	
Viking Freight Systems       3200 Workman Mill Rd       City of Industry       CA       2,026       \$185         Viking Freight Systems       1379 N Miller St       Anaheim       CA       9,090       \$830         Viking Freight Systems       14714 San Pedro Ave       Gardena       CA       29,300       \$2,676         TOTAL:       40,416       \$3,691     FedEx Office and Print Services, Inc.  Kinko's Copies  2218 Bellflower Blvd  Long Beach  CA  486  \$44  Kinko's Copies  502 Soquel  Santa Cruz  CA  321  \$29	FadEv Fraight Corneration							= =====
Viking Freight Systems         1379 N Miller St Viking Freight Systems         Anaheim CA 9,090 \$830 \$2,676           Viking Freight Systems         14714 San Pedro Ave         Gardena CA 29,300 \$2,676           FedEx Office and Print Services, Inc.         Kinko's Copies Kinko's Copies Soupel         2218 Bellflower Blvd Santa Cruz CA 321 \$29	rease rreight Corporation	Viking Freight Systems	3200 Workman Mill D-1	City of Industry	C^	2.026	¢405	
Viking Freight Systems         14714 San Pedro Ave         Gardena         CA         29,300         \$2,676           TOTAL:         40,416         \$3,691           FedEx Office and Print Services, Inc.           Kinko's Copies         2218 Bellflower Blvd         Long Beach         CA         486         \$44           Kinko's Copies         502 Soquel         Santa Cruz         CA         321         \$29								
FedEx Office and Print Services, Inc.  Kinko's Copies 2218 Bellflower Blvd Long Beach CA 486 \$44  Kinko's Copies 502 Soquel Santa Cruz CA 321 \$29								
Kinko's Copies 2218 Bellflower Blvd Long Beach CA 486 \$44 Kinko's Copies 502 Soquel Santa Cruz CA 321 \$29				TOTAL:		40,416	\$3,691	
Kinko's Copies 2218 Bellflower Blvd Long Beach CA 486 \$44 Kinko's Copies 502 Soquel Santa Cruz CA 321 \$29	FedEx Office and Print Serv	vices, Inc.			_			= =====================================
Kinko's Copies 502 Soquel Santa Cruz CA 321 \$29			2218 Bellflower Blvd	Long Beach	CA	486	\$44	
TOTAL: 807 \$73				-				
				TOTAL:		807	\$73	
					=			= ====

## Summary of <u>De Minimis</u> Settlement Amounts

		Facility Data					
Settling Party	Name	Address	City	St.	Qty. (lbs.)	Settlement Option A	Settlement Option B
Fiat Products, Inc.							
	Fiat Products, Inc.	17025 E Gale Ave	City of Industry	CA	47,781	\$4,363	
			TOTAL:		47,781	\$4,363	
Filbar Furniture Manufactu	ring						
	Filbar Furniture Manufacturing	2828 Butler Ave	Lynwood	CA	31,211	\$2,850	
			TOTAL:		31,211	\$2,850	
Finish Kare Products Inc							
	Finish Kare Products	1726 Floradale	El Monte	CA	20,160	\$1,841	
			TOTAL:		20,160	\$1,841	<u> </u>
			TOTAL.		20,100	Ψ1,041	: <u> </u>
Flopetrol-Johnston							
	Flopetrol-Johnston Johnston-Malco Schaymbergse	2521 Palma Dr Ste A 8521 Palma	Ventura Ventura	CA CA	70,384 9,940	\$6,427 \$908	
			TOTAL:		80,324	\$7,335	<del></del>
			TOTAL.	=	00,324	Ψ1,333	: =====
Florestone Products							
	Florestone Products	4700 Horner St	Union City	CA	21,856	\$1,996 	<u> </u>
			TOTAL:		21,856	\$1,996	
Flowserve Corporation							
	Byron Jackson				56,045	\$5,118	
	Byron Jackson Pump Div.	2300 E Vernon Ave	Vernon	CA	117,137	\$10,697	
			TOTAL:		173,182	\$15,815	
Foremost Enameling							
	Foremost Enameling	1608 W 139th St	Gardena	CA	33,806	\$3,087	
			TOTAL:		33,806	\$3,087	
Fort Howard Corporation/I	Lily Tulip Inc.						
	Fort Howard Corporation/Lily Tulip Inc.	800 Iowa Ave	Riverside	CA	30,308	\$2,768	
			TOTAL:		30,308	\$2,768	
Foster & Gardner Inc.				=			====
Poster & Gardier IIIc.	Foster & Gardner Inc.	1577 1st St	Coachella	CA	24.520	\$2,422	
	Foster Manufacturing Inc.	577 1st St 577 1st St	Coachella	CA	26,520 495	\$2,422 \$45	
			TOTAL:		27,015	\$2,467	
Fresh Express Incorporated	1 fka Frashoo Inc			=		=======================================	=====
1 Testi Express incorporated		454 Ohiona Ot	Cuadaluaa	C 4	62.670	ΦE 04.4	
	Freshco Inc.	151 Obispo St	Guadalupe	CA	63,670	\$5,814	<u> </u>
			TOTAL:	_	63,670	\$5,814 	=======================================
Fry Steel Co							
	Fry Steel Co.	5801 Boyle Ave	Vernon	CA	26,580	\$2,427	
			TOTAL:		26,580	\$2,427	
G&K Services							
	G&K Services	3900 S Main	Los Angeles	CA	35,620	\$3,253	
			TOTAL:		35,620	\$3,253	
G&M Oil Company				=			=====
Cath on Company	G&M Oil	2120 Main St	Huntington Beac	CA	44,760	\$4,087	
	Jan OII	2120 Maiii Ot	-				<del>-</del>
			TOTAL:	_	44,760	\$4,087	

## Summary of <u>De Minimis</u> Settlement Amounts

		Facility Data					
Settling Party	Name	Address	City	St.	Qty. (lbs.)	Settlement Option A	Settlement Option B
Gallo Glass							
	Gallo Glass	615 S Santa Cruz Ave	Modesto	CA	1,170	\$107	
	Gallo Glass	600 Yosemite Blvd	Modesto	CA	19,299	\$1,762	
			TOTAL:		20,469	\$1,869	<u> </u>
Gates Learjet Corporation							
	Gates Learjet Corporation	PO Box 11186 Tucson AZ 85734	Tucson	AZ	2,852	\$260	
	Gates Learjet Corporation Gates Learjet Corporation	7777 SouthOld Nogales Hiway	Tucson	AZ	12,940 14,780	\$1,182 \$1,350	
	Gates Learjet Corporation	PO Box 11186 Tuscon AZ 85734	Tucson	AZ	6,880	\$628	
			TOTAL:		37,452	\$3,420	
George Masker							
g	George Masker	887 71st Ave	Oakland	CA	38,602	\$3,525	
	Goorge Masker	001 7 1017 100	TOTAL:				
			IOIAL:		38,602	\$3,525	
Gilmore Liquid Air Compa							
	Gilmore Liquid Air Company	9503 E Rush St	South El Monte	CA	33,260	\$3,037	
			TOTAL:		33,260	\$3,037	
Global Plating							<u> </u>
	Global Plating	44620 S Grimmer	Fremont	CA	20,933	\$1,912	
			TOTAL:		20,933	\$1,912	
Gold Coast Transit (f/k/a So	outh Coast Area Transit)			=			=====
Gold Coast Transit (I/R/a 5	South Coast Area Transit	301 E 3rd	Oxnard	CA	26,291	\$2,401	
	South Coast Alea Transit	301 L 310		CA			<u> </u>
			TOTAL:		26,291	\$2,401	
Golden Era Productions							
	Golden Era Productions	19625 Hwy 79	Gilman Hot Spri	CA	22,358	\$2,042	
			TOTAL:		22,358	\$2,042	
Golden Rain Foundation							
	Golden Rain Foundation	13533 Seal Beach Blvd	Seal Beach	CA	37,860	\$3,457	
			TOTAL:	-	37,860	\$3,457	
Good Samaritan Hospital o	f Conto Cloro Vollar						: =====
Good Samartan Hospitai o	•	2425 Comprises Dr	Can lane	C 4	24.721	<b>©</b> 2.474	
	Good Samaritan Hospital	2425 Samaritan Dr	San Jose	CA	34,721	\$3,171	
			TOTAL:		34,721	\$3,171	
Green's Industrial Painting							
	Green's Industrial Painting	3045 East G St	Ontario	CA	19,240	\$1,757	
	Green's Industrial Painting	2508 Brundage Ln	Bakersfield	CA	5,341	\$488	<u> </u>
			TOTAL:		24,581	\$2,245	
Helical Products Co							-
	Helical Products Co.	901 Mc Coy Ln	Santa Maria	CA	32,380	\$2,957	
			TOTAL:		32,380	\$2,957	
Hershey Foods Corporation	L			=			=====
-	Hershey Foods Corp.	1400 S Yosemite Ave	Oakdale	CA	25,457	\$2,325	
	, <del></del>		TOTAL:		25,457	\$2,325	<u> </u>
			IOIAL:	_	25,457	Ψ∠,3∠3	: =====
Hexcel Corporation							
	Ciba-Geigy Corp.	10910 Talbert Ave	Fountain Valley	CA	106,013	\$9,681	
			TOTAL:		106,013	\$9,681	
							- <u> </u>

## Summary of <u>De Minimis</u> Settlement Amounts

		Facility Data					
Settling Party	Name	Address	City	St.	Qty. (lbs.)	Settlement Option A	Settlement Option B
Holmes Halley Industries							
	Holmes Halley Industries	7460 Bandini Blvd	Commerce	CA	21,103	\$1,927	
			TOTAL:		21,103	\$1,927	
Hues Metal Finishing, Inc.							= =====================================
	Hues Metal	977 Linda Vista Dr	San Marcos	CA	24,754	\$2,261	
	Tides Metal	911 Liliua Vista Di					-
			TOTAL:		24,754	\$2,261	= =====================================
Hunter Woodworks							
	Hunter Woodworks	21038 S Wilmington Ave	Carson	CA	36,480	\$3,331	
			TOTAL:		36,480	\$3,331	
Hussmann Corporation				_			====
Trussmann Corporation	Hugaman Corneration	14700 Alondra Blvd	La Mirada	CA	42 145	\$3,940	
	Hussman Corporation	14700 Alondia biva			43,145		<u> </u>
			TOTAL:		43,145	\$3,940	
IBM Corporation							
	IBM Corporation	4500 Great America Parkway	Santa Clara	CA	482	\$44	
	IBM Corporation	3424 W Wilshire Blvd	Los Angeles Westlake	CA CA	920 28,260	\$84	
	IBM Corporation IBM Corporation	2325 Townsgate Rd 2020 S 10th St	San Jose	CA	1,513	\$2,581 \$138	
			TOTAL:		31,175	\$2,847	
			TOTAL.	=	01,170	Ψ2,047	= =====================================
Industrial Polychemical Ser	vice						
	Industrial Polychemical Service	17109 S Main St	Gardena	CA	31,594	\$2,885	-
			TOTAL:		31,594	\$2,885	
Industrial Waste Utilization	l						
	Industrial Waste Utilization	P.O. Box 1163	Brea	CA	2,519	\$230	
	Industrial Waste Utilization	5601 State St	Onterio	CA	18,806	\$1,717	
	Industrial Waste Utilization	631 N. Palm St	La Habra	CA	3,404	\$311	
			TOTAL:		24,729	\$2,258	
International Coatings Com	pany, Inc						<u> </u>
	International Coatings Company	13929 E 166th St	Cerritos	CA	40,360	\$3,686	
			TOTAL:		40,360	\$3,686	
			TOTAL.	=	40,000	ΨΟ,ΘΟΟ	= =====================================
Intersil							
	Elantec Xicor	1996 Tarob Ct	Milpitas	CA	4,797 2,488	\$438 \$227	
	Xicor	851 Buckeye Court	Milpitas	CA	28,492	\$2,602	
			TOTAL:		35,777	\$3,267	
Y WILD 1 : G				_		Ψ0,20.	= =====================================
Ivy Hill Packaging Corp							
	Ivy Hill Packaging Corp.	4800 S Santa Fe Ave	Los Angeles	CA	27,415	\$2,504	
			TOTAL:		27,415	\$2,504	
J C Schumacher Company							
	J.C. Schumacher Corp.	580 Airport Rd	Oceanside	CA	30,091	\$2,748	
	Stearns & Rogers	P O Box 1596	Goleta	CA	1,480	\$135	
			TOTAL:		31,571	\$2,883	
J L Manta							= =====================================
3 12 171dilld	II Monto	Novel Chinary			22.466	<b>\$0.050</b>	
	J L Manta	Naval Shipyard ?			33,460	\$3,056	
			TOTAL:		33,460	\$3,056	

### Summary of <u>De Minimis</u> Settlement Amounts

					•		
Settling Party	Name	Address	City	St.	Qty. (lbs.)	Settlement Option A	Settlement Option B
DS Uniphase Corporation							
	Optical Coating Laboratory Inc.	2789 Northpoint Parkway	Santa Rosa	CA	3,480	\$318	
	Uniphase Wavetek	1096 Mellon Ave	Manteca	CA	4,060	\$371	
	wavelek	9045 Balboa Ave	San Diego	CA	33,452	\$3,055	
			TOTAL:		40,992	\$3,744	: ======
et Services (Delaware), In	c. f/k/a Jet Services West, Inc. a/k/a Jet Air,	Inc. and Chromalloy San Diego	Гur				
	Jet Air Inc.	1071 Industrial PI	El Cajon	CA	68,634	\$6,268	
			TOTAL:		68,634	\$6,268	
Kearney - KPF						-	
	Kearney - KPF	P O Box 8485	Stockton	CA	38,560	\$3,521	
			TOTAL:		38,560	\$3,521	
Kenyon McIntyre							
	Kenyon McIntyre	7400 Shepard Mesa Rd	Carpinteria	CA	43,660	\$3,987	
			TOTAL:		43,660	\$3,987	·
Keyes Motors							
io jes iviotors	Keyes Motors	5905 Van Nuys Blvd	Van Nuys	CA	41,940	\$3,830	
	,		TOTAL:		41,940	\$3,830	
ZIIZ D. 1 A 1122 - I	TWW C C II II WW C . B I .		TOTAL.		41,340	ψ3,030	
CIK Pool Additives Inc and	I KIK SoCal Inc d/b/a KIK Custom Products						
	Chem Lab Products Inc. T-Chem Products	5160 E Airport Dr 9028 Dice Rd	Ontario Santa Fe Spring	CA CA	27,780 30,586	\$2,537 \$2,793	
	1-Onem 1 Todacis	3020 Dice Na	TOTAL:	- OA			
			TOTAL:		58,366	\$5,330	<u> </u>
Kleinfelder & Associates							
	J.H. Klein Felder & Assoc. Kleinfelder & Associates	1901 Olipic 17100 Pioneer Blvd Ste 350	Walnut Creek Artesia	CA CA	24,880 1,447	\$2,272 \$132	
	Memeraer & Associates	17 100 Floricer Biva die 550					<u> </u>
			TOTAL:	_	26,327	\$2,404	<u> </u>
Kraco Enterprises, Inc.							
	Kraco Enterprises, Inc.	505 E Euclid Ave	Compton	CA	39,024	\$3,564	
			TOTAL:		39,024	\$3,564	<u> </u>
Krupp/Taylor USA							
	Krupp/Taylor USA	1200 Culver Blvd	Los Angeles	CA	33,427	\$3,053	
	Krupp/Taylor USA	12800 Culver Blvd	Los Angeles	CA	26,200	\$2,393	
			TOTAL:		59,627	\$5,446	<u> </u>
Kuhlman Corporation							
	Kuhlman Corporation/Kulhman Electric Co	1056 Pellett Ave	Salinas	CA	23,608	\$2,156	
	Kuhlman Corporation/Kulhman Electric Co	P O Box 81411	Salinas	CA	24,415	\$2,230	
			TOTAL:		48,023	\$4,386	
3 Integrated Optical Syst	ems						
	Tinsley Labs	3900 Lakeside Dr	Richmond	CA	20,472	\$1,869	
	Tinsley Labs	2448 Sixth St	Berkeley	CA	6,208	\$567	
			TOTAL:		26,680	\$2,436	
La Habra Heights County V	Vater District						
	City of La Habra - La Habra Heights Count	1271 N Hacienda Blvd	La Habra	CA	26,100	\$2,383	
			TOTAL:		26,100	\$2,383	

### Summary of <u>De Minimis</u> Settlement Amounts

		Facility Data					
Settling Party	Name	Address	City	St.	Qty. (lbs.)	Settlement Option A	Settlement Option B
Lennox International, Inc.							
	Marco Manufacturing	2520 Industry Way	Lynwood	CA	8,238	\$752	
	Superior Fireplace Superior Fireplace	2309 Moore St 4325 Artesia Blvd	Fullerton Fullerton	CA CA	677 40,778	\$62 \$3,724	
	Зиреног г періасе	4323 Aitesia Divu		CA			_
			TOTAL:		49,693	\$4,538	
Levan Specialty Co							
	Le Van Specialty	14923 Proctor Ave	City of Industry	CA	27,240	\$2,488	
	Levan Specialty Co.	14923 Proctor Ave	City of Industry	CA	860	\$79	
			TOTAL:		28,100	\$2,567	
Ligature							
	Ligature	3223 46th St	Vernon	CA	26,298	\$2,402	
			TOTAL:		26,298	\$2,402	
, , , , , , , , , , , , , , , , , , ,			101112	_	20,200	Ψ2,102	=
Litronix, Inc.							
	Litronix, Inc.	19000 Homestead Rd	Cupertino	CA	23,742	\$2,168	
			TOTAL:		23,742	\$2,168	
Loma Linda Oil Company							
	Loma Linda Mobil Oil	10260 Mountain View Ave	Loma Linda	CA	68,040	\$6,213	
			TOTAL:		68,040	\$6,213	
			101112	_		Ψ0,2.0	=
Lone Star Industries							
	Lone Star Industries  Lone Star Industries	9315 San Leandro St 11555 Canyon Rd	Oakland Pleasanton	CA CA	50,220 3,200	\$4,586 \$292	
	Lone Star industries	11999 Carryon Ru		CA		-	
			TOTAL:		53,420	\$4,878	
Lopez Canyon Conference	Ground				_		-
	Lopez Canyon Conference Ground	Upper Lopez Canyon Rd	Arroyo Grande	CA	21,260	\$1,941	
			TOTAL:		21,260	\$1,941	
LSI Corporation							
F	LSI Logic Corp.	3115 Alfred St	Santa Clara	CA	36,436	\$3,327	
	LSI Logic Corp.	48580 Kato Rd	Fremont	CA	3,617	\$330	
	LSI Logic Corp.	1601 McCarthy Blvd	Milpitas	CA	2,253	\$206	
	Seeq Technology Inc.	1849 Fortune Dr	San Jose	CA	5,826	\$532	
			TOTAL:		48,132	\$4,395	
M&M Printed Bags, Inc.							
-	M&M Printed Bags	1685 Commerce St	Corona	CA	31,130	\$2,843	
	·		TOTAL:		31,130	\$2,843	
			TOTAL.	_	31,130	Ψ2,043	= =====================================
Marathon Construction Con	poration						
	Marathon Const. Corp.	3052 Clairmont Dr Ste A	San Diego	CA	45,680	\$4,171	
			TOTAL:		45,680	\$4,171	
Marine Terminals Corp							
	Marine Terminals Corp.	Pier 198	Long Beach	CA	9,414	\$860	
	Marine Terminals Corp.	1601 Water St	Long Beach	CA	14,720	\$1,344	
	Marine Terminals Corp.	614 Switzer St	San Diego	CA	645	\$59	_
			TOTAL:		24,779	\$2,263	
Martin Aviation Inc.							
	Martin Aviation Inc.	19331 Airport Way South	Santa Ana	CA	19,096	\$1,744	
	Martin Aviation Inc.	3000 N Clyburn	Burbank	CA	14,027	\$1,744	
			TOTAL:		33,123	\$3,025	

## Summary of <u>De Minimis</u> Settlement Amounts

		Facility Data			_		
Settling Party	Name	Address	City	St.	Qty. (lbs.)	Settlement Option A	Settlement Option B
Marvin Engineering Co In	с						
	Marvin Engineering	260 W Beach Ave	Inglewood	CA	27,770	\$2,536	
	Marvining	260 W Beach Ave	Inglewood	CA	3,520	\$321	
			TOTAL:		31,290	\$2,857	
MCC Flow Seal							
	MCC Flow Seal	15062 Bolsa Chica	Huntington Beac	CA	22,515	\$2,056	
			TOTAL:		22,515	\$2,056	
McCormick & Company				_			
The comment of company	Gentry Foods Corporation	P O Box 37	Gilroy	CA	66,140	\$6,040	
	Lawry's Foods Inc.	568 San Fernando	Los Angeles	CA	6,164	\$563	
			TOTAL:		72,304	\$6,603	
McWane, Inc.				_			======
ivic wane, me.	American Brass & Iron	7825 San Leandro St	Oakland	CA	69,040	¢e 205	
	Clow Corporation	700 S Flower St	Burbank	CA	2,752	\$6,305 \$251	
	Clow Valve Co	1375 Magnolia Ave	Corona	CA	8,270	\$755	
			TOTAL:		80,062	\$7,311	
Media News Group							
	Argus Publishers	12100 Wilshire Blvd Ste 250	Los Angeles	CA	227	\$21	
	Daily Review	116 W Winton Ave	Hayward	CA	25,428	\$2,322	
	San Jose Mercury News Santa Cruz Centinel	750 Ridder Park Dr 207 Church St	San Jose Santa Cruz	CA CA	46,414	\$4,238 \$2,849	
	Santa Cruz Centinei	207 Church St		CA	31,200		
			TOTAL:	_	103,269	\$9,430	
Medical Analysis Systems	s, Inc.						
	Medical Analysis Systems, Inc.	528 Calle Plano Rd	Camarillo	CA	6,620	\$605	
	Medical Analysis Systems, Inc.	829 Via Alondra	Camarillo	CA	35,260	\$3,220	
			TOTAL:		41,880	\$3,825	
Merle Norman Cosmetics							
	Merle Norman Cosmetics	9130 Bellanca	Los Angeles	CA	41,578	\$3,797	
			TOTAL:		41,578	\$3,797	
Met-Tek Inc.							
IVICI-TER IIIC.	Mat Talcha	D O Doy 444	Claskamas	OR	22.000	<b>©2.40C</b>	
	Met-Tek Inc.	P O Box 414	Clackamas	UK	23,060	\$2,106	
			TOTAL:		23,060	\$2,106	
Micro Linear Corporation							
	Microlinear Corporation	2092 Concourse Dr	San Jose	CA	20,607	\$1,882	
			TOTAL:		20,607	\$1,882	
Mid-West Fabricating Co.				_			
·· g	Midwest Fabricating	8623 Dice Rd	Santa Fe Spring	CA	37,198	\$3,397	
	Midwest Labricating	6023 Dice Nu		- CA			
			TOTAL:	_	37,198	\$3,397	
Miller Dial Corp							
	Harrison Screen Printing	9364 Cabot Dr Ste C	San Diego	CA	277	\$25	
	Miller Dial Corp. Miller Dial Corp.	4400 N Temple City Blvd 4400 E Temple City Blvd	El Monte El Monte	CA CA	436 53,660	\$40 \$4,900	
			TOTAL:		54,373	\$4,965	
			IOIAL:		54,573	Ψ4,900	: <u></u>
Milton Roy, LLC.							
	LDC/Milton Roy	560 Oakmead Parkway	Sunnyvale	CA	5,577	\$509	<u> </u>
			TOTAL:		5,577	\$509	

### Summary of <u>De Minimis</u> Settlement Amounts

		Facility Data					
Settling Party	Name	Address	City	St.	Qty. (lbs.)	Settlement Option A	Settlement Option B
Muller Construction Supply							
	Muller Construction Supply Inc.	1277 Old Bayshore Hwy			26,368	\$2,408	_
			TOTAL:		26,368	\$2,408	=
Vakamura Berry Farms							
	Nakamura Berry Farms	P O Box 1172	Oxnard	CA	21,660	\$1,978	
			TOTAL:		21,660	\$1,978	
Vational Controls Inc.							
	National Controls Inc.	Airport Rd	Santa Rosa	CA	31,607	\$2,886	_
			TOTAL:		31,607	\$2,886	_
ekoosa Packaging							
	Nekoosa Packaging	4240 Bandini Blvd	Los Angeles	CA	57,375	\$5,239	_
			TOTAL:		57,375	\$5,239	_
liello Porsche Audi							
	Niello Porsche Audi	4609 Madison Ave	Sacramento	CA	36,112	\$3,298	
			TOTAL:		36,112	\$3,298	
liklor Chemical Corp							
	Niklor Chemical Corp.	2060 E 220th St	Long Beach	CA	48,966	\$4,472	
			TOTAL:		48,966	\$4,472	
orth County Transit Distric	t						= ======
	North County Transit District	303 Via Del Norte	Oceanside	CA	5,498	\$502	
	North County Transit District	P O Box 1099	Oceanside	CA	37,180	\$3,395	
			TOTAL:		42,678	\$3,897	_
orthern Telecom Electronic	es						
	Northern Telecom Electronics	16350 W Bernardo Dr	San Diego	CA	77,886	\$7,112	
	Northern Telecom Electronics	1925 Lundy	San Jose	CA	227	\$21	
			TOTAL:		78,113	\$7,133	
lova Group Inc.							
	Nova Group Inc.	P O Box 3960	Napa	CA	25,932	\$2,368	
			TOTAL:		25,932	\$2,368	
Iovartis Corporation							
	Alcon Optic Cetus	16200 Stagg Ss 5301 Horton St Emeryville CA	Van Nuys Emeryville	CA CA	1,111 434	\$101 \$40	
	Cetus	1400 53rd St	Emeryville	CA	38,790	\$3,542	
	Chiron	4560 Horton St Ste 214	Emeryville	CA	1,957	\$179	
	Ciba-Geigy/Panel Air	1571 W MacArthur Blvd	Costa Mesa	CA	299,680	\$27,367	
			TOTAL:		341,972	\$31,229	
mnitrans							
	Omnitrans	1700 W 5th St	San Bernadino	CA	30,120	\$2,751	_
			TOTAL:		30,120	\$2,751	
Orcutt Unified School Distri	ct						
	City of Orcutt - Orcutt Union School Distric		Orcutt	CA	27,271	\$2,490	
	Orcutt Union School District Orcutt Union School District	Soares & Dyer Sts PO Box 2310	Orcutt Orcutt	CA CA	160 200	\$15 \$18	
			TOTAL:		27,631	\$2,523	_
				_	,		

### Summary of <u>De Minimis</u> Settlement Amounts

### Respondents

		Facility Data					
Settling Party	Name	Address	City	St.	Qty. (lbs.)	Settlement Option A	Settlement Option B
Oxnard Union High School	District						
	City of Oxnard - Oxnard High School Dist.		Oxnard	CA	12,120	\$1,107	
	City of Oxnard - Oxnard Union High Schoo City of Oxnard - Oxnard Union High Schoo		Oxnard Oxnard	CA CA	20,221 260	\$1,847 \$24	
	City of Oxnard - Oxnard Onion High School	500 Balu Ku		CA			
			TOTAL:		32,601	\$2,978	
ACCAR as indemnitor and	d on behalf of Trico-Kobe						
	Trico-Kobe	3356 Lime Ave	Long Beach	CA	30,109	\$2,750	
			TOTAL:		30,109	\$2,750	
				_			<u> </u>
acific Corrugated Pipe Co							
	Pacific Corrugated Pipe Co. Pacific Corrugated Pipe Co.	13680 Slover Ave 5999 Power Inn Rd	Fontana Sacramento	CA CA	39,249	\$3,584 \$490	
	Facilic Corrugated Fipe Co.	5999 Fower IIII Ku		CA	5,366		<u> </u>
			TOTAL:		44,615	\$4,074	
acific Mutual Financial Co	orp						
	Pacific Mutual Financial Corp.	700 Newport Center Dr	Newport Beach	CA	29,968	\$2,737	
			TOTAL:		29,968	\$2,737	
			TOTAL.	_	20,000	Ψ2,707	<b>=</b>
acific Piston Ring Co							
	Pacific Piston Ring Co.	3620 Eham Dr	Culver City	CA	28,040	\$2,561	
			TOTAL:		28,040	\$2,561	
acific Pump							
acine rump	Pacific Pump	5715 Bickett	Huntington Park	CA	82,228	\$7,509	
	United Centrifrugal Pumps	1132 N Seventh St	San Jose	CA	943	\$86	
			TOTAL:		83,171	\$7,595	
			TOTAL.	_		Ψ1,000	<b>=</b>
asadena Imaging Medical	Group						
	Pasadena Imaging Medical Group	333 S Fair Oaks Ave	Pasadena	CA	41,260		\$2,884
			TOTAL:		41,260		\$2,884
asha Services							
	Pasha Services	756 Carrack Ave	Long Beach	CA	49,240	\$4,497	
	i asiia delvices	750 Garrack Ave	-				
			TOTAL:	_	49,240	\$4,497	
eninsula Labs Inc.						•	
	Peninsula Labs Inc.				453	\$41	
	Peninsula Labs Inc.	611 Taylor Way #2	Belmont	CA	140	\$13	
	Peninsula Labs Inc. Peninsula Labs Inc.	611 Taylor Way Belmont	Belmont	CA	43,071 304	\$3,933 \$28	
			TOTAL:		43,968	\$4,015	
			TOTAL.	_	43,900	\$4,015	
entair, Inc.							
	Shurflo	1400 E Cerritos Ave	Anaheim	CA	2,101	\$192	
			TOTAL:		2,101	\$192	
etro-Diamond Terminal C	ompany						
etto-Diamond Terminar e				٠.		** ***	
	Petro-Diamond Terminal Company	1920 Lugger Way	Long Beach	CA	24,081	\$2,199	
			TOTAL:		24,081	\$2,199	
hoto Fabricators, Inc.							
	Photo Fabricators, Inc.	15204 Stagg	Van Nuys	CA	37,634	\$3,437	
		0 . 0.039					<u> </u>
			TOTAL:	_	37,634	\$3,437	<u> </u>
				-		<del></del>	
ierce Realty							
Pierce Realty	Pierce Realty	1601 2nd St	San Rafael	CA	33,560	\$3,065	
ierce Realty	Pierce Realty	1601 2nd St	San Rafael  TOTAL:	СА	33,560	\$3,065 \$3,065	-

Casmalia Disposal Site Page 19 of 28 EPA Region IX AOC 99-02(h)

### Summary of <u>De Minimis</u> Settlement Amounts

		Facility Data					
Settling Party	Name	Address	City	St.	Qty. (lbs.)	Settlement Option A	Settlement Option B
D W. C. L. C. L. L. D							
Pomona Unfied School Dist	inct						
	Pomona High School	475 Banger St	Pomona	CA	2,355	\$215	
	Pomona Unified School District	500 S Garvey Ave	Pomona	CA	629	\$57	
	Pomona Unified School District	800 S Garey Ave	Pomona	CA	22,321	\$2,038	<u> </u>
			TOTAL:		25,305	\$2,310	_
Pool Water Products							
	Poolwater Products	1443 S Lyon	Santa Ana	CA	39,288	\$3,588	
	Poolwater Products	2240 Paragon Dr	San Jose	CA	8,954	\$818	
			TOTAL:		48,242	\$4,406	
Port of Oakland							
	City of Oakland - Port of Oakland	77 Jack London Square	Oakland	CA	6,617	\$604	
	City of Oakland - Port of Oakland	66 Jack Londan Square	Oakland	CA	552	\$50	
	Port of Oakland Airport Fac	Oakland Airport Box 45	Oakland	CA	15,685	\$1,432	_
			TOTAL:		22,854	\$2,086	
Porvene Roll-a-Door							
	Porvene Roll-a-Door	12740 Lakeland Ave	Santa Fe Spring	CA	20,300	\$1,854	_
			TOTAL:		20,300	\$1,854	_
Poway Unified School Dist	rict						
	City of Poway - Pomarado Elementary	12321 Ninth	Poway	CA	9,081	\$829	
	City of Poway - Poway Unified School Dist	13626 Twin Peaks Rd	Poway	CA	16,540	\$1,510	
	City of Poway - Rolling Hills High School	15255 Penasquitos	Poway	CA	9,070	\$828	
			TOTAL:		34,691	\$3,167	
Precision Founders Inc.							
	Faber Enterprises Omc	6606 Variel Ave	Canoga Park	CA	49,540	\$4,524	
	Precision Founders Inc. Precision Founders Inc.	414 Hester St	San Leandro	CA	43,208	\$3,946	
			TOTAL:	_	92,748	\$8,470	_
Propulsion Controls Engine	orina		101112	_	02,1.10	ψο,ο	: =====
Propulsion Controls Engine	_	1204 Compon St	Son Diogo	CA	20.405	\$2,693	
	Propulsion Controls Engineering	1304 Sampson St	San Diego	CA	29,495		-
			TOTAL:		29,495	\$2,693	
Quantic Industries							
	Quantic Industries	End of Marsh Rd	Milpitas	CA	3,686	\$337	
	Quantic Industries  Quantic Industries	990 Commercial St 520 Crazy Horse Canyon Rd	San Carlos Salinas	CA CA	10,876 17,369	\$993 \$1,586	
	Qualities industries	ozo olazy noloc canyon na	TOTAL:		31,931	\$2,916	
D. Develor, Comm			TOTAL.	_	31,931	Ψ2,910	: ======
R Burke Corp	P. Purko Corn	D O Pov 057	Con Luis Obies	<b>C</b> 4	22.750	Φ0.4 <b>3</b> 0	
	R. Burke Corp.	P O Box 957	San Luis Obispo	CA	23,760	\$2,170	<u> </u>
			TOTAL:		23,760	\$2,170	
Rachelle Laboratories Inc.							
	Rachelle Laboratories Inc.	700 Henery Ford Ave	Long Beach	CA	78,026	\$7,125	
	Rochelle Laboratories	700 Henry Ford Ave	Long Beach	CA	49,623	\$4,532	_
			TOTAL:		127,649	\$11,657	
Rainbird Sprinkler							
	Rainbird Consumer Products Mfg. Corp.	1750 Evergreen	Duarte	CA	20,960	\$1,914	
	Rainbird Sprinkler	633 W Foothill Blvd	Glendora	CA	20,747	\$1,895	_
			TOTAL:		41,707	\$3,809	

## Summary of <u>De Minimis</u> Settlement Amounts

Γ		Facility Data					
Settling Party	Name	Address	City	St.	Qty. (lbs.)	Settlement Option A	Settlement Option B
Ralph Horowitz							
F	Ralph Horowitz (contractors)	345 S Figueroa	Los Angeles	CA	22,862	\$2,088	
			TOTAL:		22,862	\$2,088	
Rancho California Water Distri	ct						
(	City of Temecula - Rancho Water District	P O Box 174	Temecula	CA	53,320	\$4,869	
			TOTAL:		53,320	\$4,869	<u> </u>
D. diama Immediate Commentic	_		101112		00,020	<b>V</b> 1,000	= =====
Rediger Investment Corporatio						4	
ŀ	Redeger Investment Co.	440 Western Ave #201	Glendale	CA	31,236	\$2,852	<u> </u>
			TOTAL:		31,236	\$2,852	
Reliance Steel							
	Crest Steel Corporation	24724 Wilmington Ave	Carson	CA	30,460	\$2,782	
F	Reliance Steel	2600 E 26th St	Vernon	CA	2,240	\$205	_
			TOTAL:		32,700	\$2,987	<u> </u>
Reno Newspapers Inc. dba Ren	no Gazette						
F	Reno Newspapers Inc. dba Reno Gazette	P O Box 22000	Reno	NV	27,180	\$2,482	
			TOTAL:		27,180	\$2,482	
River Edge Farm							
_	River Edge Farm/Ranch	Hwy 246	Buelton	CA	15,740	\$1,437	
	River Edge Farm/Ranch	Hwy 246	Buelton	CA	17,920	\$1,636	
F	River Edge Ranch	East Highway 246	Buellton	CA	9,140	\$835	
			TOTAL:		42,800	\$3,908	
Riverside Publishing Company							
F	Riverside Publishing Company	4745 Hiers Ave	Riverside	CA	21,981	\$2,007	
			TOTAL:		21,981	\$2,007	
Dalada al-Carana Cartana							======
Rohrback Cosasco Systems		00040 5 1/				00.474	
	Grant Oil Tool Company Rohrback Cosasco Systems	20242 E Vernon 11841 E Smith Ave	Los Angeles Santa Fe Spring	CA CA	34,757 2,943	\$3,174 \$269	
			TOTAL:		37,700	\$3,443	
D 1 E : :							· <del></del>
Ronlo Engineering						4	
F	Ronlo Engineering	840 Tourmaline	Newbury Park	CA	47,088	\$4,300	_
			TOTAL:		47,088	\$4,300	<u> </u>
Rug Doctor Inc.& Rug Doctor	LLC (as successor in interest in Rug Doc	tor, Inc)					<u>-</u>
F	Rug Doctor Inc.	2788 N Larkin Ave	Fresno	CA	28,053	\$2,562	
			TOTAL:		28,053	\$2,562	
Running Springs Water District	t.			=			
	City of Running Springs - Running Springs	P O Box 2206	Running Springs	CA	39,320	\$3,591	
	on realiting opinings - realiting opinings	1 O BOX 2200		-			<u> </u>
			TOTAL:		39,320	\$3,591	
San Diego Refining							
	San Diego Refining	9434 Chesapeake Dr	San Diego	CA	4,773	\$436 \$2.354	
	San Diego Refining	P O Box 23756	San Diego	CA	25,778	\$2,354	
			TOTAL:		30,551	\$2,790	<u> </u>
San Diego Wood Preserving				_			
5	San Diego Wood Preserving	2010 Haffly Ave	National City	CA	37,141	\$3,392	
			TOTAL:		37,141	\$3,392	

### Summary of <u>De Minimis</u> Settlement Amounts

		Facility Data					
Settling Party	Name	Address	City	St.	Qty. (lbs.)	Settlement Option A	Settlement Option B
San Diego Zoological Socie							
	San Diego Zoological Society San Diego Zoological Society (CRES)	2920 Zoo Dr 1354 Old Globe Way Balboa Par	San Diego San Diego	CA CA	45,959 758	\$4,197 \$69	
		,	TOTAL:		46,717	\$4,266	
Sanders Service Inc.			TOTAL.	_	40,717	ψ+,200	= =====
Sanders Service Inc.	One days One in the	FOOA Wilesia atau	Les Assesses	0.4	21.427	<b>00.074</b>	
	Sanders Service Inc.	5921 Wilmington	Los Angeles	CA	31,437	\$2,871	_
			TOTAL:		31,437	\$2,871	
Santa Maria Chili, Inc.							
	Santa Maria Chili Inc.	P O Box 1028	Santa Maria	CA	119,040	\$10,871	
			TOTAL:		119,040	\$10,871	_
Santa Monica-Malibu Unifi	ied School District						
	Santa Monica-Malibu Unified School Distri		Santa Monica	CA	1,087	\$99	
	Santa Monica-Malibu Unified School Distri	1652 17th St	Santa Monica	CA	34,583	\$3,158	_
			TOTAL:		35,670	\$3,257	
Scheidt Hayden & Hall							
	Scheidt Hayden & Hall	P O Box 12641	Fresno	CA	20,060	\$1,832	
			TOTAL:		20,060	\$1,832	
Scott Engineering Inc.							
	Scott Engineering Inc.	20540 Walnut Dr	Walnut	CA	52,843	\$4,826	
			TOTAL:		52,843	\$4,826	
SDI Industries, Inc.							
	SDI	6845 Vineland Ave	North Hollywood	CA	21,343	\$1,949	
			TOTAL:		21,343	\$1,949	_
C			1011111	_	21,010	<b>\$1,616</b>	= ======
Seachrome Corporation	Occabación	0004 1/1/2 22 22 22 24	O- FIM	0.4	50.754	05.457	
	Seachrome	9831 Klingerman St	So. El Monte	CA	59,754	\$5,457	_
			TOTAL:		59,754	\$5,457	
Seagate Technology PLC, o	on behalf of itselfs and Aeon Corp.						
	Aeon Corp.	578 W Explorer	Brea	CA	34,146	\$3,118	
	Connor Peripheral Control Data Corp.	2221 Old Oakland Rd 3285 E Carpenter Ave	San Jose Anaheim	CA CA	2,652 1,524	\$242 \$139	
	Control Data Corp.	5630 Arbor Vita	Los Angeles	CA	312	\$28	
	Control Data Corp.	4455 Eastgate	La Jolla	CA	1,184	\$108	
	Domain Technology	304 Turquoise St	Milpitas	CA	826,164	\$75,445	
	Maxtor	251 River Oak	San Jose	CA	3,077	\$281	
	Seagate Substrates Inc.	3845 E Coronado St	Anaheim	CA	37,000	\$3,379	
	Seagate Technology	578 W Explorer Ln 920 Disc Dr	Brea	CA CA	10,320	\$942 \$69	
	Seagate Technology Seagate Technology	Riter Guiters #1 Edna Field	Scotts Valley	CA	758 39,260	\$3,585	
	Seagate Technology	360 El Pueblo Rd	Scottsvalley	CA	2,122	\$194	
			TOTAL:		958,519	\$87,530	
Seneca Resources							= =====================================
geneea resources	Seneca Resources	1725 E Main Ste 200	Santa Paula	CA	28,400	\$2,593	
	Serieca Nesources	1723 L Wall Ste 200		-			
			TOTAL:	_	28,400	\$2,593	
Senior Operations, LLC							
	Jet Products	9106 Balboa Ave	San Diego	CA	75,412	\$6,887	
	Metal Bellows Corp. (M.B.C.)	200 Scione Dr	Moorpark	CA	55,244	\$5,045	
	Metal Bellows Corp. (M.B.C.)	20977 Knapp St	Chatsworth	CA	16,120	\$1,472	
	Stainlage Stool Products	2000 N San Formanda Dd	Rurbank	C^	245 222	ው <u>ስ</u> ን ለሶለ	
	Stainless Steel Products	2980 N San Fernando Rd	Burbank  TOTAL:	CA	245,333 392,109	\$22,404 \$35,808	_

### Summary of <u>De Minimis</u> Settlement Amounts

		Facility Data					
Settling Party	Name	Address	City	St.	Qty. (lbs.)	Settlement Option A	Settlement Option B
Serra Corp							
	Micro Chassis/Glon Coat	3590 Snell Ave	San Jose	CA	10,273	\$938	
	Serra Corp.	4841 Davenport PI	Fremont	CA	28,859	\$2,635	
			TOTAL:	_	39,132	\$3,573	<u> </u>
Service Plating Company, l	Inc.						
	Service Plating Co.	1855 E 62nd St	Los Angeles	CA	52,753	\$4,817	
			TOTAL:		52,753	\$4,817	
Sheg's Garage							_
	Sheg's Garage	1610 Artesia Blvd	Gardena	CA	54,300	\$4,959	
			TOTAL:		54,300	\$4,959	
Shippers Imperial Inc.				=			
Simppers Imperior inc.	Shippers Imperial Inc.	2277 7th St	Oakland	CA	81,506	\$7,443	
	Compose impostar inc.	2277 141 01					<u> </u>
			TOTAL:	_	81,506	\$7,443	
Sierra Pacific Power Co							
	Sierra Pacific Power Co.	Hayford CA			0	\$0	\$0
			TOTAL:		0	\$0	\$0
Signal Hill Petroleum, Inc.							
	Signal Hill Petroleum, Inc.	3230 E Hill St	Long Beach	CA	43,160	\$3,941	
			TOTAL:		43,160	\$3,941	
Silicon Detector Corp				=			
r	Silicon Detector Corp.	855 Lawrence Dr	Newbury Park	CA	37,105	\$3,388	
			TOTAL:		37,105	\$3,388	
			TOTAL.	_	37,103	Ψ3,300	:
Simpson Timber Company							
	Simpson Paper Company Simpson Paper Company	S Stockton Rd 100 Erie St	Ripon Pomona	CA CA	4,953 24,381	\$452 \$2,226	
	Simpson Timber Company	P O Box Y	Arcata	CA	37,460	\$3,421	
			TOTAL:		66,794	\$6,099	
Skyline Ready Mixed Cond	crete						
	Skyline Ready Mixed Concrete	9010 Norris Ave	Sun Valley	CA	60,440	\$5,519	
			TOTAL:		60,440	\$5,519	
Smart & Final, Inc. and Sul	heidiary Companies			_			= =====
Share & I mai, me. and Su	Smart & Final	2650 Long Beach Ave	Los Angeles	CA	26,860	\$2,453	
	Smart & Final	3510 Wible Rd	Bakersfield	CA	906	\$2,433	
	Smart & Final	4719 S Boyle	Vernon	CA	6,809	\$622	
			TOTAL:		34,575	\$3,158	_
Snow Summit Ski Corp							
	Snow Summit Ski Corp.	P O Box 77	Big Bear Lake	CA	27,540	\$2,515	
			TOTAL:		27,540	\$2,515	
SnugTop				_			= =====
<i>U</i> .	Custom Fiberglass Mfg. Company	1711 Harbor Ave	Long Beach	CA	48,070	\$4,390	
	and a supplier of the supplier		TOTAL:		48,070	\$4,390	
G 1:10: 4 P : 4			IOIAL.	_	70,070	ψ <del>4</del> ,3συ	:
Solid State Devices, Inc.				_			
	Solid State Devices, Inc.	14830 Valley View Ave	La Mirada	CA	36,366	\$3,321	<u> </u>
			TOTAL:		36,366	\$3,321	
					,		

### Summary of <u>De Minimis</u> Settlement Amounts

		Facility Data			_		
Settling Party	Name	Address	City	St.	Qty. (lbs.)	Settlement Option A	Settlement Option B
Sonic Plating Co Inc.							
	Sonic Plating Co. Inc.	13002 Los Nietos Rd	Santa Fe Spring	CA	55,300	\$5,050	
	Some riding co. me.	10002 200 Nictoo Na	, •				
			TOTAL:		55,300	\$5,050	
Southland Sod Farm							·
	South Land Sod Farm	2599 E Hueneme Rd	Oxnard	CA	41,540	\$3,793	
				_			
			TOTAL:		41,540	\$3,793	<u> </u>
Spears Manufacturing Co						•	
	Spears Manufacturing Co.	15853 Olden St	Sylmar	CA	29,119	\$2,659	
			TOTAL:		20.110	\$2.650	<u> </u>
			TOTAL:	_	29,119	\$2,659	
SPX Corporation							
	G S Tempress				14,295	\$1,305	
	Tempress Microelectronics	980 University Ave	Los Gatos	CA	30,449	\$2,781	
	Tempress Microelectronics Tempress Microelectronics	625 N Past Rd	Sunnyvale	CA	0 4,408	\$0 \$403	
	Ultratech	2970 Coronado Dr	Santa Clara	CA	20,456	\$1,868	
			mom i			-	<del></del>
			TOTAL:		69,608	\$6,357	
St. Joseph Health System						•	
	City of Fullerton - Saint Jude Hospital & R	101 E Valencia Mesa Dr	Fullerton	CA	2,096	\$191	
	City of Napa - Queen of the Valley Hospita	1000 Trancas St	Napa	CA	581	\$53	
	City of Orange - St. Joseph Hospital	1100 W Stewart Dr	Orange	CA	18,333	\$1,674	
	City of Yorka Linda - St. Jude Hospital	16850 E Bastanchury	YorbaLinda	CA	131	\$12	
	City of Yorba Linda - St. Jude Hospital Mission Community Hospital	6850 E Bastanchury Rd 27700 Medical Center Rd	Yorba Linda Mission Viejo	CA CA	2,187 128,229	\$200 \$11,710	
			TOTAL:		151,557	\$13,840	
St. Mary's High School							
	City of Stockton - St. Marys High School	5648 N El Dorado St	Stockton	CA	38,960	\$3,558	
			TOTAL		20.000		· ——
			TOTAL:	_	38,960	\$3,558	
Stainless Micropolish, Inc.							
	Stainless Micropolish	1286 N Grove St	Anaheim	CA	31,341	\$2,862	
			TOTAL:		31,341	\$2,862	
			TOTAL.	_	31,341	Ψ2,002	
Sterling Electric Inc.							
	Starling Power System	16752 Armstrong Ave	Irvine	CA	1,415	\$129	
	Sterling Electric Inc.	16752 Armstrong Ave	Irvine	CA	28,817	\$2,632	
			TOTAL:		30,232	\$2,761	
Steve's Plating Corporation				_			
Steve's Flating Corporation							
	Steve's Plating Corporation	3111 N Sanfernando Blvd	Burbank	CA	24,500	\$2,237	
			TOTAL:		24,500	\$2,237	
Stutzman Plating Inc.				_			
Stateman I maing me.	8					A	
	Stutzman Plating Inc.	5017 Exposition Blvd	Los Angeles	CA	30,760	\$2,809	
			TOTAL:		30,760	\$2,809	
Sullair LLC							
	Sullair	2445 E Co-:	Long Doc-b	C^	1 466	Φ4 O 4	
	Sullair	2115 E Sprint	Long Beach	CA	1,466	\$134	
			TOTAL:		1,466	\$134	
							- <u> </u>

### Summary of <u>De Minimis</u> Settlement Amounts

	Facility Data			1			
Settling Party	Name	Address	City	St.	Qty. (lbs.)	Settlement Option A	Settlement Option B
Sundstrand Corporation							
	Sundstrand Corp.	1601 Orangethorpe	Fullerton	CA	3,201	\$292	
	Sundstrand Optical Technologies	2495 Teller Rd	Newbury Park	CA	14,395	\$1,315	
	Sundstrand Turbomach	4400 Ruffin Rd	San Diego	CA	4,272	\$390	
	Sundstrand Turbomach	P O Box 85757	San Diego	CA	26,021	\$2,376	
	Sunstrand	2697 Lavery Court Ste 8	Newbury Park	CA	540	\$49	
			TOTAL:		48,429	\$4,422	
Superior Metals Shapes Inc							<u> </u>
	Superior Metals Shapes Inc.	13619 12th St	Chino	CA	36,461	\$3,330	
			TOTAL:		36,461	\$3,330	
Symbolic Displays, Inc.							=====
Symbolic Displays, Inc.	Cumbalia Diantaga Ina	4700 McCour	Indo	C 4	27,000	¢2.472	
	Symbolic Displays, Inc.	1762 McGaw	Irvine	CA	27,080	\$2,473	
			TOTAL:		27,080	\$2,473	
T W Cooper							
	T.W. Cooper	P O Box 4253	Torrance	CA	25,440	\$2,323	
			TOTAL:		25,440	\$2,323	
TANK C C				_			:
TA Manufacturing Compan	•						
	T.P. Mfg. TA Instruments/TA Mfg., Inc.	375 Arden 375 W Arden Ave	Glendale Glendale	CA CA	6,486 25,014	\$592 \$2,284	
	Tremotiumente, tremig., me.	oro w machine					
			TOTAL:		31,500	\$2,876	
Target Stores							
	Fed Mart	2505 Vineyard Ave	Oxnard	CA	9,460	\$864	
	Target Stores	2505 Vineyard Ave	Oxnard	CA	4,200	\$384	
	Target Stores	2169 Redondo Beach Blvd	Gardena	CA	638	\$58	
	Target Stores	8001 Othello	San Diego	CA	1,761	\$161	
	Target Stores	1212 John Reed Ct	City of Industry	CA CA	10,800	\$986 \$402	
	Target Stores Target Stores	11400 Newport Dr 2380 N Sterling Ave	Rancho Cucamo San Bernadino	CA	4,399 15,760	\$1,439	
	Target Warehouse	9725 Laurel Canyon Blvd	Pacoima	CA	993	\$1,439 \$91	
	raiget warehouse	3723 Laurer Carryon Diva		- OA		-	
			TOTAL:		48,011	\$4,385	:
Taylor-Dunn							
	Taylor-Dunn	2114 W Ball Rd	Anaheim	CA	29,221	\$2,668	
			TOTAL:		29,221	\$2,668	
Teledyne Reynolds, Inc f/k/	a Reynolds Industries Inc.						
	Reynolds Industry Inc.	2311 Skyway Dr	Santa Maria	CA	3,059	\$279	
	Reynolds Industry Inc.	5005 McConnell Ave	Los Angeles	CA	32,744	\$2,990	
			TOTAL:		35,803	\$3,269	
			TOTAL.	_	33,003	ψ3,203 ————————————————————————————————————	: ======
Telfer Tank Lines							
	Telfer Tsuk Lines	211 Foster St	Martinez	CA	39,100	\$3,571	
			TOTAL:		39,100	\$3,571	
Tetra Tech, Inc.							
	M.H. Loe Company	180 Canada Larga	Ventura	CA	111,580	\$10,189	
	M.H. Loe Company	2123 Sunridge Dr	Ventura	CA	11,800	\$1,078	
	Tetra Tech	11777 Sorrento Valley Rd	San Diego	CA	344	\$31	
			TOTAL:		123,724	\$11,298	
Textone, Inc.				=			: =====================================
•	Monogram Industries	2557 Higuerra St	Culver City	CA	5,876	\$537	
		2007					-
			TOTAL:		5,876	\$537 	: <u></u>

### Summary of <u>De Minimis</u> Settlement Amounts

		Facility Data			-		
Settling Party	Name	Address	City	St.	Qty. (lbs.)	Settlement Option A	Settlement Option B
he Earthgrains Company							
	Rods Food Products	P O Box 1315	City of Industry	CA	352,560	\$32,195	
			TOTAL:		352,560	\$32,195	
ne Monadnock Company							
	Manadnock Co.	18301 E Arenth Ave	City of Industry	CA	9,270	\$847	
	Monadnock	18301 E Arenth Ave	City of Industry	CA	60,542	\$5,529	
			TOTAL:		69,812	\$6,376	
e Tapmatic Corporation							
	Tapmatic Corporation	1851 Kettering St	Irvine	CA	36,038	\$3,291	
			TOTAL:		36,038	\$3,291	<u> </u>
ums Long Beach Co							
and Long Beach Co	Lomita Gasoline	1348 W 9th St	Long Beach	CA	37,160	\$3,393	
	Thums Long Beach Co.	1280 Pier Ave	Long Beach	CA	43,045	\$3,931	
			TOTAL:		80,205	\$7,324	
dize Co Inc.				_	,	···	= ======
odize Co Inc.	T: 1: 0 1	457041.1.		0.4		<b>0</b> 0.005	
	Tiodize Co. Inc.	15701 Industry	Huntington Beac	CA	37,176	\$3,395	
			TOTAL:		37,176	\$3,395	
IG Partners (f/k/a Martin	Group of Companies, Inc)						
	Martin Company	4256 Hacienda Dr Ste 101	Pleasanton	CA	9,707	\$886	
	Martin Group	6475 Christie St Ste 500	Emeryville	CA	27,180	\$2,482	_
			TOTAL:		36,887	\$3,368	<b>-</b>
ans King							
	Trans King	1401 S Oxnard Blvd	Oxnard	CA	32,466	\$2,965	
	Trans King Trans King	31 Lewis Rd 117 E McElhany	Camarillo Santa Maria	CA CA	3,314 15,114	\$303 \$1,380	
	Trans King Trans King	6663 Ventura Blvd	Ventura	CA	33,804	\$3,087	
			TOTAL:		84,698	\$7,735	
effers Precision Inc.							=======================================
ners recision me.	Treffers Precision Inc.	1021 N 22nd Ave	Dhaniy	۸.7	27.000	<b>©2.540</b>	
	Treffers Precision inc.	1021 N 22Nd Ave	Phoenix	AZ	27,900	\$2,548	<u> </u>
			TOTAL:		27,900	\$2,548	
opitone Furniture, Inc.							
	Tropitone Furniture, Inc.	5 Marconi	Irvine	CA	40,899	\$3,735	
			TOTAL:		40,899	\$3,735	
nnell Roofing Company,	Inc.					-	
2 1 37	Tunnell Roofing Company, Inc.	P O Box 201	Santa Maria	CA	30,660	\$2,800	
	J		TOTAL:		30,660	\$2,800	<u> </u>
			IOIAL.	_	30,000	Ψ2,000	: =====
rner Industries							
	Cleanweld Products Inc. Turner Industries	16016 Montoya 16016 Montoya	Irwindale Irwindale	CA CA	6,304 37,688	\$576 \$3,442	
	Tamer maasines	100 TO MONIOya					<u> </u>
			TOTAL:		43,992	\$4,018 	<u> </u>
nion Engineering Compan	у						
	Union Engineering Company	P O Box 1000	Ventura	CA	46,480	\$4,245	
			TOTAL:		46,480	\$4,245	
ited Alloys							
	United Alloys	9005 Slauson	Los Angeles	CA	24,508	\$2,238	
	•		TOTAL:		24,508	\$2,238	<del></del>

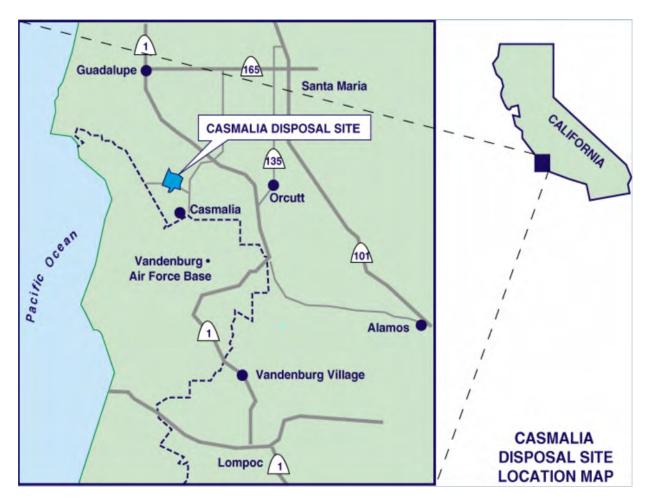
### Summary of <u>De Minimis</u> Settlement Amounts

		Facility Data					
Settling Party	Name	Address	City	St.	Qty. (lbs.)	Settlement Option A	Settlement Option B
University of Redlands							
	University of Redlands University of Redlands, Biology Departme	P O Box 3080 1200 E Colton Ave	Redlands Redlands	CA CA	681 28,427	\$62 \$2,596	
	omvorsky of reduction, blology bepartine	1200 2 0010117100	TOTAL:		29,108	\$2,658	<u> </u>
W.I. D.S. C			TOTAL.		29,100	Ψ2,030	= ======
valero Refining Company	- California and Huntway Refining Company			0.4	20.550	<b>0</b> 0.005	
	Huntway Refining Co. Huntway Refining Co.	1651 Alameda St P O Box 787	Wilmington Benicia	CA CA	28,750 694	\$2,625 \$63	
			TOTAL:		29,444	\$2,688	
Valley Crest Companies L	IC						
vaney crest companies 2	Valley Crest Landscape Inc.	1920 S Yale St	Santa Ana	CA	32,400	\$2,959	
			TOTAL:		32,400	\$2,959	
V. H N 177			TOTAL.	_	32,400	Ψ2,333	=
Valley Metal Treating, Inc		055 0 Feet Feet Ave	D	0.4	27.217	<b>©</b> 2.400	
	Valley Metal Treating, Inc.	355 S East End Ave	Pomona	CA	37,317	\$3,408	<u> </u>
			TOTAL:	_	37,317	\$3,408	<b>=</b>
Valley Presbyterian Hospi	ital						
	City of Van Nuys - Valley Hospital Medical City of Van Nuys - Valley Presbyterian Ho	14500 Sherman Circle 15170 Van Owen St	Van Nuys Van Nuys	CA CA	3,237 43,890	\$296 \$4,008	
	ony or varriago valley recopytoman no	Torre van Guon G	TOTAL:		47,127	\$4,304	
			TOTAL.		47,127	ψ <del>4</del> ,30 <del>4</del>	= ======
Varner Brothers, Inc.						** *	
	Varner Brothers, Inc.	1808 Roberts Ln	Bakersfield	CA	31,944	\$2,917	_
			TOTAL:		31,944	\$2,917	<b></b>
Ventura Pacific Company							
	Ventura Pacific Company	6205 Ventura Blvd	Ventura	CA	21,560	\$1,969	
			TOTAL:		21,560	\$1,969	
Ventura Port District							
	Ventura Port District	1602 Anchors Way	Ventura	CA	49,840	\$4,551	_
			TOTAL:		49,840	\$4,551	_
Ventura West Marina							
	Ventura West Marina	198 Navigator Dr	Ventura	CA	31,969	\$2,919	
			TOTAL:		31,969	\$2,919	
Vibra Sonic							
	Vibra Sonic	11844 Glen Oaks Blvd	San Fernando	CA	15,020	\$1,372	
	Vibra Sonic	14712 Raymer St	Van Nuys	CA	26,114	\$2,385	_
			TOTAL:		41,134	\$3,757	_
Vista Metals Corp							
	Vista Metals Corp.	13425 Whittram Ave	Fontana	CA	28,720	\$2,623	
			TOTAL:		28,720	\$2,623	
W A Benjamin Electric Co	ompany						=
<b>,</b>	A. Benjamin Electric Company	1615 Staunton Ave	Los Angeles	CA	8,420	\$769	
	W.A. Benjamin Electric Company	1615 Staunton Ave	Los Angeles	CA	19,320	\$1,764	
			TOTAL:		27,740	\$2,533	
W R Weaver Co							
	W.R. Weaver Co.	7125 Industrial Ave	El Paso	TX	79,272	\$7,239	
			TOTAL:		79,272	\$7,239	
							: =====

### Summary of <u>De Minimis</u> Settlement Amounts

		Facility Data					
Settling Party	Name	Address	City	St.	Qty. (lbs.)	Settlement Option A	Settlement Option I
Vadco Industries Inc.							
	Wadco Industries Inc	11062 Mulberry Ave	Fontana	CA	36,660	\$3,348	
			TOTAL:		36,660	\$3,348	
Valker Springs & Stamping							
	Walker Springs & Stamping	14831 Spring Ave	Santa Fe Spring	CA	23,199	\$2,119	
			TOTAL:		23,199	\$2,119	
Vashington Iron Works				_			
vusimigton from works	Washington Iron Works	17926 S Broadway	Gardena	CA	37,385	\$3,414	
	washington non works	17920 O Bloadway		-			<u> </u>
			TOTAL:	_	37,385	\$3,414 	: <del></del>
/eber Aircraft							
	4/Flight Custom Products Weber Aircraft	8431 Telfair St 3200 Enterprise St	Sun Valley Brea	CA CA	26,845	\$2,451	
	Weber Aircraft	2820 Ontario	Burbank	CA	4,798 158,450	\$438 \$14,470	
			TOTAL:		190,093	\$17,359	
Veldcraft Products			-	_	-,	. ,	=====
VEIGCIAIT PRODUCTS	Woldonoff Draducto	140 E Crohor: Di	Dunkast	C 4	24.200	<b>60.04</b> 5	
	Weldcraft Products	119 E Graham Pl	Burbank	CA	36,300	\$3,315	
			TOTAL:		36,300	\$3,315	. <u></u>
est Sacramento Land Com	apany						
	West Sacramento Land Company	P O Box 715	West Sacrament	CA	31,260	\$2,855	
			TOTAL:		31,260	\$2,855	
estcoast Aerospace							
•	Westcoast Aerospace	812 Miraflores	San Pedro	CA	27,992	\$2,556	
			TOTAL:		27,992	\$2,556	
/				_		<del></del> ,	====
/estern Hyway Inc.		0004 5 004 04				0.400	
	Western Hyway Inc. Western Hyway Inc.	3201 E 69th St 7756 E Alondra	Long Beach Paramount	CA CA	5,280 36,043	\$482 \$3,291	
			TOTAL:		41,323	\$3,773	
Thittian I Inian I Iiah Cahaal	Diotaiot			_			: =====
hittier Union High School		40000 B	14/1 :			0074	
	City of Whittier - Whittier Unified School Di City of Whittier - Whittier Union High Scho		Whittier Whittier	CA CA	2,997 20,802	\$274 \$1,900	
			TOTAL:		23,799	\$2,174	<del></del>
Vilana (C. III. marta a Daintina	Control to			_		<del></del> ,	: <del></del>
Vilson & Hampton Painting		4504 Mahi: 0:	A	٥.		***	
	Wilson & Hampton Painting Contractors	1524 Mable St	Anaheim	CA	35,185	\$3,213	
			TOTAL:	_	35,185	\$3,213	<u> </u>
oung's Iron Works							
	Young's Iron Works	9133 De Garmo Ave	Sun Valley	CA	49,840	\$4,551	
			TOTAL:		49,840	\$4,551	
ieman Manufacturing Com	pany						
	Zieman Manufacturing	12425 Whittier Blvd	Whittier	CA	6,480	\$592	
	Zieman Manufacturing	1805 E Beamer Rd	Woodland	CA	936	\$85	
	Zieman Manufacturing	37201 Wentworth Dr	Hemet	CA	40,857	\$3,731	<u> </u>
			TOTAL:		48,273	\$4,408	<u> </u>
ilog Corporation							· · ·
	Zilog Corp.	10460 Bubb Rd	Cupertino	CA	95,965	\$8,763	
	Zilog Corp.	1315 Dell Ave	Campbell	CA	1,300	\$119 ———————————————————————————————————	
			TOTAL:		97,265	\$8,882	

Appendix B
Site Location Map



# Appendix C Contaminants List

CHEMICAL NAME					
1,1,1-Trichloroethane	1,2-Dibromoethane				
1,1,2,2-Tetrachloroethane	1,2-Dichlorobenzene				
1,1,2-Trichloro-1,2,2-trifluoroethane	1,2-Dichloroethane				
1,1,2-Trichloroethane	1,2-Dichloropropane				
1,1-Dichloroethane	1,3,5-Trimethylbenzene				
1,1-Dichloroethene	1,3-Dichlorobenzene				
1,2,3,4,6,7,8,9-OCDD	1,4-Dichlorobenzene				
1,2,3,4,6,7,8,9-OCDF	1,4-Dioxane				
1,2,3,4,6,7,8-HpCDD	1,4-Naphthoquinone				
1,2,3,4,6,7,8-HpCDF	1,4-Phenylenediamine				
1,2,3,4,7,8,9-HpCDF	2,3,4,6,7,8-HxCDF				
1,2,3,4,7,8-HxCDD	2,3,4,6-Tetrachlorophenol				
1,2,3,4,7,8-HxCDF	2,3,4,7,8-PeCDF				
1,2,3,6,7,8-HxCDD	2,3,7,8-TCDD				
1,2,3,6,7,8-HxCDF	2,3,7,8-TCDF				
1,2,3,7,8,9-HxCDD	2,4,5-T				
1,2,3,7,8,9-HxCDF	2,4,5-TP (Silvex)				
1,2,3,7,8-PeCDD	2,4,5-Trichlorophenol				
1,2,3,7,8-PeCDF	2,4-D				
1,2,3-Trichlorobenzene	2,4-Dichlorophenol				
1,2,4-Trichlorobenzene	2,4-Dimethylphenol				
1,2,4-Trimethylbenzene	2,4-Dinitrophenol				
1,2-Dibromo-3-chloropropane	2,6-Dichlorophenol				
2-Chlorophenol	Benzyl butyl phthalate				
2-Chlorotoluene	Beryllium				
2-Hexanone	Beryllium				
2-Methylnaphthalene	Beta BHC				
2-Nitrophenol	bis(2-Chloroethoxy) methane				
2-Picoline	bis(2-Chloroethyl) ether				
4,4'-DDT	bis(2-Ethylhexyl) phthalate				

# Appendix C Contaminants List

4-Chloro-3-methylphenol	Bromide
4-Nitrophenol	Bromobenzene
Acenaphthene	Bromochloromethane
Acenaphthylene	Bromodichloromethane
Acetone	Bromoform
Acetonitrile	Bromomethane
Acetophenone	Cadmium
Aldrin	Carbon disulfide
Allyl chloride	Carbon tetrachloride
Alpha BHC	Chlorobenzene
Aniline	Chloroethane
Antimony	Chloroform
Arsenic	Chloromethane
Barium	Chromium
Benzene	cis-1,2-Dichloroethene
Benzo[a]pyrene	cis-1,3-Dichloropropene
Benzo[b]fluoranthene	Cobalt
Benzoic acid	Copper
Benzyl alcohol	Cyclohexanone
DBCP	Hexachlorobutadiene
delta-BHC	Isobutyl alcohol
Di-n-butyl phthalate	Isophorone
Dibromomethane	Isopropyl alcohol
Dicamba	Isopropylbenzene
Dichlorodifluoromethane	Lead
Dichloroprop	m-Cresol
Diesel Range Organics (C12 - C24)	MCPP
Diethyl phthalate	Mercury
Dimethyl phthalate	Methoxychlor
Dinoseb	Methyl ethyl ketone
EDB	Methyl isobutyl ketone

# Appendix C Contaminants List

Endrin	Methylene chloride
Ethane, 1,1,2,2-tetrachloro- 1,2-di	Molybdenum
Ethanol	n-Butylbenzene
Ethylbenzene	N-Nitrosodi-n-butylamine
Fluoranthene	N-Nitrosodiethylamine
Fluorene	N-Nitrosodimethylamine
gamma-BHC (Lindane)	N-Nitrosomethylethylamine
Hepta-CDDs	N-Nitrosomorpholine
Hepta-CDFs	n-Propylbenzene
Heptachlor	Naphthalene
Heptachlor epoxide	Nickel
Hexa-CDDs	o-Cresol
Hexa-CDFs	o-Xylene
Hexachlorobenzene	P-Cresol
p-Isopropyltoluene	Tetra-CDFs
Penta-CDDs	Tetrachloroethene
Penta-CDFs	Tetrahydrofuran
Pentachlorophenol	Thallium
Phenanthrene	Tin
Phenol	Toluene
Pyrene	Total Petroleum Hydrocarbons as Diesel Fuel
Pyridine	Total xylenes
sec-Butylbenzene	trans-1,2-Dichloroethene
Selenium	Trichloroethene
Silver	Trichloroethylene
Sodium	Trichlorofluoromethane
Styrene	Vanadium
Sulfate	Vinyl acetate
Sulfide	Vinyl chloride
Tetra-CDDs	Zinc